



EAST ALTON, IL 62024-1174

GEORGE H. PAIN

Senior Counsel  
Phone: 618-258-3411  
Fax: 618-258-3084

CERTIFIED MAIL  
RETURN RECEIPT REQUESTED

June 23, 1989

**RECEIVED**  
FIELD SOLICITOR  
TWIN CITIES

*MA* JUN 26 1989

Ms. Jean W. Sutton  
Office of the Solicitor  
U.S. Department of the Interior  
686 Federal Building  
Fort Snelling  
Twin Cities, Minnesota 55111

RE: REQUEST FOR INFORMATION PURSUANT TO SECTION 104(e) of  
CERCLA REGARDING THE CRAB ORCHARD NATIONAL WILDLIFE  
REFUGE SITE, WILLIAMSON COUNTY, ILLINOIS

Dear Ms. Sutton:

This letter acknowledges receipt of your letter dated May 31, 1989 and requests additional time in which to respond.

After preliminary review of your request and identification of potentially responsive materials, we do not believe that we can respond fully to your Information Request within the requested 30 day time period. Accordingly, we hereby request an additional 60 days to search our records and respond to your Information Request.

We trust that you appreciate that we must expend significant time and effort in responding to your broad information request and anticipate that you will grant our reasonable request for an extension of the time in which to respond.

Please sign and return the enclosed copy of this letter to confirm the extension. For the purposes of identifying and memorializing a response deadline, the 60 day extension of the time period would then expire on September 1, 1989.

Thank you.

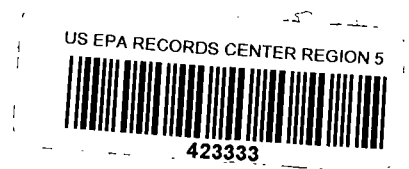
Very truly yours,

George H. Pain

Acknowledged & Confirmed:

U.S. Department of the Interior

By: \_\_\_\_\_  
Jean W. Sutton



cc: W. Jackson Coleman, Esq.  
Senior Attorney for Environmental Protection  
United States Department of the Interior  
Office of the Solicitor  
Washington, DC 20240





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Thank you.

Very truly yours,

  
George H. Pain

Acknowledged & Confirmed:

U.S. Department of the Interior

By: \_\_\_\_\_  
Jean W. Sutton

cc: W. Jackson Coleman, Esq.  
Senior Attorney for Environmental Protection  
United States Department of the Interior  
Office of the Solicitor  
Washington, DC 20240



United States Department of the Interior

OFFICE OF THE SOLICITOR  
WASHINGTON, D.C. 20240

**RECEIVED**  
FIELD SOLICITOR  
TWIN CITIES

JUL 31 1989 *MS*

Mr. George H. Payne  
Senior Counsel  
Olin Corporation  
East Alton, IL 62024-1174

Re: Crab Orchard - Olin Corporation

Dear Mr. Payne:

Pusuant to your request dated June 23, 1989, the deadline for response by Olin Corporation to our Information Request has been extended until September 1, 1989.

Sincerely,

W. Jackson Coleman  
Senior Attorney for  
Environmental Protection

cc: Jean Sutton



EAST ALTON, IL 62024-1174

RECEIVED  
FEB 10 1989

CAROL L. ROSLUND

Associate Counsel  
Phone: 618-258-3449  
Fax: 618-258-3084

August 8, 1989

AUG 10 1989  
ML AS  
95

W. Jackson Coleman  
Senior Attorney for Environmental Protection  
U.S. Department of the Interior  
Office of the Solicitor  
Washington, DC 20240

RE: Request for Information Pursuant to Section 104(e) of  
CERCLA Regarding the Crab Orchard National Wildlife Refuge  
Site, Williamson County, Illinois.

Dear Mr. Coleman:

This letter will confirm our telephone conversation of August 8, 1989 regarding the Request.

1) Please amend your mailing list for Olin Mathieson Chemical Corporation and send all communications to:

Olin Corporation  
Legal Department  
427 North Shamrock  
East Alton, Illinois 62024

Attention: C. L. Roslund

Telephone: (618) 258-3449  
Fax: (618) 258-2732

2) Olin requested and you agreed to extend the deadline for response by Olin Corporation to your Information Request to Friday, September 15, 1989.

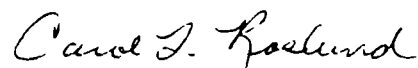
3) As we discussed, Olin will identify in its response to request number 9 the names of other parties referenced in its business documents as conducting business on the site.

W. Jackson Coleman  
Page 2  
August 8, 1988

Thank you for your response to our request.

FOR OLIN CORPORATION

Sincerely,

A handwritten signature in cursive script, reading "Carol L. Roslund".

Carol L. Roslund

cc: Jean W. Sutton

am9/434



EAST ALTON, IL 62024-1174

*Fried  
Sol*LAW DEPARTMENT  
FACSIMILE TRANSMISSION**RECEIVED**  
FIELD SOLICITOR  
TWIN CITY

SEP 18 1989

PAGES TO FOLLOW:

2

File: 

TO: Ms. Jean Sutton

(612) 725-3508

MESSAGE:

FROM: Carol L. Roslund

OLIN CORPORATION  
LEGAL DEPARTMENT  
EAST ALTON, IL

DATE: September 15, 1989

TIME:

OLIN CORPORATION  
FACSIMILE NUMBER: (618) 258-2732

O L I N C O R P O R A T I O N



EAST ALTON, IL 62024-1174

CAROL L. ROSLUND

Associate Counsel  
Phone: 618-258-3449  
Fax: 618-258-8084

September 15, 1989

Ms. Jean W. Sutton  
Office of the Solicitor  
U.S. Department of the Interior  
686 Federal Building, Fort Snelling  
Twin Cities, MN 55111

Reference: Request for Information Pursuant to Section  
104(e) of CERCLA, Regarding the Crab Orchard  
National Wildlife Refuge Site, Williamson  
County, Illinois dated May 31, 1989.

Dear Ms. Sutton:

Following shipment of Olin's response, one of our technicians noted an error on page 10. Attached is a corrected copy of Page 10. Please replace Page 10 in Olin's submission with this page and destroy the original.

Thank you for your assistance.

Sincerely,

Carol L. Roslund

am9/536  
Attachment

Page 10

9/15/89

Corrected

## 2. Department of Transportation (DOT) File List

This list is a compilation of explosives and information concerning their explosive classification.

## 3. Hazard Communication List

This list is Marion's hazard communication list sorted by trade name.

## 4. Waste Explosive List

This list names explosives which may be generated as waste.

## 5. Example of Chemical Master Listing, Trade Name Sequence

## 6. Source Material License, U.S. Atomic Energy Commission

## 7. IDNS Material License Number IL-01209-01

## 8. IEPA, TSDR Facility Annual Hazardous Waste Report for 1988, 1987, 1984, 1982.

## 9. IEPA Generator Annual Hazardous Waste Report for 1988, 1987, 1986, 1985, 1984, 1983, 1982.

## 10. RCRA Permit Application Part A (relevant sections)

See also Documents No. 000448 to 003168.

**11. Q. Describe all of the methods you used on the Refuge to dispose of materials, including but not limited to hazardous substances.**

11. A.
1. Open burn at sites designated by Department of Interior.
  2. Burial at sites designated by Department of Interior.
  3. Discharged as waste water in sewer.
  4. Transport to sites on Refuge as directed by Department of Interior.
  5. Transport for off site disposition at landfills or to recycle or incinerate.
  6. Dry Bag Incineration System (1960's)

See also Documents No. 003169 to 003283 and information in documents submitted in response to Request No. 10.

**12. Q. Identify each site or area on the Refuge to which materials may have been taken from your location(s) on or off the Refuge. With respect to each such site or area, provide the following:**





EAST ALTON, IL 62024-1174

**RECEIVED**  
FIELD SOLICITOR  
TWIN CITIES

CAROL L. ROSLUND

Associate Counsel  
Phone 618-258-3449  
Fax 618-258-3084

September 13, 1989

SEP 15 1989

File: \_\_\_\_\_

Ms. Jean W. Sutton  
Office of the Solicitor  
U.S. Department of the Interior  
686 Federal Building, Fort Snelling  
Twin Cities, MN 55111

Reference: Request for Information Pursuant to Section  
104(e) of CERCLA, Regarding the Crab Orchard  
National Wildlife Refuge Site, Williamson  
County, Illinois dated May 31, 1989.

Dear Mr. Sutton:

Enclosed is Olin Corporation's ("Olin") response to the above referenced request. The documents referenced in the response are being shipped separately by surface carrier.

Olin has asserted a business confidentiality claim to documents containing confidential business information and trade secrets. These documents have been noted in the response. Copies of these documents will be submitted to the Department of the Interior ("DOI") upon receipt of confirmation from you that they will be used by you solely for the purposes outlined in the above referenced request, and will not be made available to the public by DOI without further notice to Olin.

If you have any questions concerning Olin's response, please feel free to contact me.

FOR OLIN CORPORATION

Sincerely,

Carol L. Roslund

am9/532

cc: W. Jackson Coleman (w/o enc.)

9/12/89

**CRAB ORCHARD NATIONAL WILDLIFE REFUGE SITE**

**RESPONSES OF OLIN CORPORATION TO FIRST SET OF INFORMATION REQUESTS**

Olin Corporation ("Olin") hereby provides the following responses to the U. S. Department of the Interior (DOI) Request for Information pursuant to Section 104(e) of CERCLA regarding the Crab Orchard National Wildlife Refuge Site, Williamson County, Illinois.

**1. Q. Provide the correct name, address, and contact person for the respondent.**

1. A. Carol L. Roslund, Esquire  
Associate Counsel  
Olin Corporation  
427 N. Shamrock Street  
East Alton, IL 62024-1174  
(618) 258-3449  
(618) 258-2732 FAX

**2. Q. Identify all persons consulted in the preparation of the answers to these information requests.**

2. A. 1. G. Tom Wisely - 337 Venus Drive, Godfrey, IL 62035 427 N. Shamrock, East Alton, IL 62024-1174; (618)258-2035. Olin, Manager, Environmental Affairs, Defense Systems Group.
2. Jean Schneiderman - 1448 E. Grand, Carbondale, IL 62901, (618)549-8333 P.O. Box 278, Marion, IL 62959; (618)985-8211; Olin, Marion Operations, Supervisor, Regulatory Compliance.
3. Art Heinz - RR 4, Box 437, Marion, IL 62959, (618)694-1828; Olin Corporation Consultant. Formerly Plant Manager, Marion Operations
4. Mel Lynn - 110 Belinda Drive, Marion, IL 62959, (618)993-6084; P.O. Box 278, Marion, IL 62959; (618)985-8211; Olin, Marion Operations, Shipping/Receiving Supervisor.
5. Ken Gravatt - 1901 Warren, Marion, IL 62959, (618)997-5192; P.O. Box 278, Marion, IL 62959, (618)985-8511; Olin Marion Operations, Procurement Manager.

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6. Laberta T. Lewis - 1395 Leisure Drive, Florissant, MO 63031 (314)838-1058; Paralegal, Legal Department, Olin Corporation, 427 N. Shamrock, East Alton, Illinois 62024, (618) 258-2761.
7. George H. Pain - 700 9th Street, Highland, IL 62249, (618) 654-4420; Senior Counsel, Legal Department, Olin Corporation, 427 N. Shamrock, East Alton, Illinois 62024, (618) 258-3411.

**3. Q. Identify all documents consulted, examined, or referred to in the preparation of the answers to these Requests and provide copies of all such documents.**

1. Objection No. 1 This request is overly broad to the extent that it seeks identification of all documents consulted, examined, or referred to in the preparation of the answers and requires production of all such documents. Olin has voluminous documents located at the Marion facility.

Subject to and without waiving its objections in this response to Request No. 3, Olin has identified by category, the type of document, general information contained in the documents and the location of the documents. Should DOI desire, Olin will make these documents available for inspection and copying by authorized representatives of the Department of Interior during normal business hours, upon prior request, and subject to Olin's normal security requirements and U.S. Government contract requirements for entry and exit from its facilities on the site.

2. Objection No. 2 Further objecting, Olin believes this request is unduly burdensome. Pursuant to standard company policies and procedures and applicable United States Government ("U.S. Government") regulations governing record retention, Olin possesses information and related documentation subject to such record retention schedules. Other documents have been destroyed under the schedule.
3. Objection No. 3 Further objecting, Olin compiled certain information at the request of counsel and in anticipation of litigation, and communicated this information to counsel as part of a request for legal advice. Olin has not communicated this information to third parties. Consequently, this information, and the documents reflecting this information are covered by the attorney-client privilege.
4. Objection No. 4. Further objecting, Olin counsel have compiled certain information in anticipation of litigation. This information and the documents reflecting such information is covered by the attorney work product doctrine.

5. Olin operates a Test Range, incinerator and waste thermal treatment facility which is located on approximately 290 acres of strip mine spoil land two miles northwest of Marion in Williamson County. This location has never been and is not now a part of the Refuge. Some documents produced and identified by Olin contain mixed information which relates to both the facilities located on its solely owned Test Range and to its operations on the Refuge. Olin hereby asserts its right to prevent disclosure of information related to the Test Range as confidential under section 1905 of Title 18 of the Freedom of Information Act of 1974 as amended in 1986. Olin will submit documents with mixed information under separate cover and has provided a public version of the document with the information related to the Test Range deleted.
  6. Olin also has documents relevant to the information requests which contain company confidential information containing information including but not limited to product formulas, budget numbers, rental payments, component design and product specifications. Olin hereby asserts its right to prevent disclosure of such information and documents as company confidential under section 1905 of Title 18 of the Freedom of Information Act as amended in 1986. Olin will submit these confidential documents under separate cover.
  7. Subject to and without waiving the above objections and to the extent documentation is available, Olin has produced documents in connection with Request Nos. 7, 10, 11, 12, 19, 32, and 33.
4. Q. If Respondent is a corporation, respond to the following requests:
- a. Provide the year and state in which Respondent was incorporated.
- 4.a. A. Mathieson Alkali Works was incorporated August 13, 1892. Olin Corporation is incorporated in the Commonwealth of Virginia
- 4.b. Q. If Respondent is a parent corporation or successor corporation to the business entity that is or was present on the refuge, provide the year(s) in which the acquisition(s) or succession(s) took place and describe the method by which the acquisition(s) or succession(s) took place.
- 4.b. A. August 31, 1954 a merger took place between Mathieson Chemical Corporation and Olin Industries, Inc. The surviving corporation name was Olin Mathieson Chemical Corporation.

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The name was changed to Olin Corporation on September 1, 1969. Two of Olin's Defense Systems Group, the Aerospace Division and the Ordnance Division currently have operations on the Refuge.

**4.c. Q. Identify the parent corporation of Respondent, if any.**

4.c. A. None

**5. Q. Describe all products, services, operations, activities, and processes that Respondent produced, provided, undertook, performed, managed and/or supervised on the Refuge, including dates of operation and location (as specifically as possible).**

5. A. Olin's operations on the Refuge began in 1955 with the start-up of a Dynamite Plant in the Ordill Area. This business was sold in 1963 to Commercial Solvents Company.

In 1957, a propellant plant was relocated from East Alton, Illinois and gas generator starter cartridge research, development and production began. The propellant plant was located in the P area and the gas generator and starter cartridge research, development and production were located in the P area. There was some MXU 4/A production near the Dynamite Plant from 1957 to 1962.

In 1967, pyrotechnic operations were relocated from East Alton, Illinois to the I area.

In 1973, medium caliber ammunition production was relocated from Kingsbury, Indiana to the I area. Ammunition products research and development started in 1977 in the P area.

The Marion operation, in September 1989, produces medium caliber ammunition for both domestic and international sales. In addition it produces gas generators in the solid propellant manufacturing area in support of the aerospace industry.

A map of Olin's current operations on the Refuge is attached as Attachment A.

Olin's operations at the Refuge include:

- Manufacturing
- Research and Development

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- Temporary storage of Ordnance products such as ammunition, smoke candles and solid propellant gas generators prior to shipment to other Olin facilities for final assembly and delivery to the customer

Research and Development activities are primarily conducted in the P and F areas.

Shipping and receiving is currently located in the F area. Formerly, shipping and receiving activities have been conducted in the B area and the I area.

Small and medium caliber ammunition are loaded, assembled, and packed (LAP) in the I area. Some pyrotechnic mixes are produced in the I area.

Gas generators are assembled in the D area. Solid ammonium nitrate based propellants and various mixing activities to produce pyrotechnic mixes are conducted in the B and D areas.

Equipment and materials are stored in area 7.

The FAM area is primarily used for storage of equipment, spare parts and tooling, and other inert material. Some chemicals, ammo cans and cardboard are also stored in this location.

Area 6 and 13 are igloo areas used for storage of explosive raw materials and scrap of explosive materials.

**6. Q. For each separate operation or activity on the Refuge, provide the following:**

**a. The Standard Industrial Classification (SIC) code;**

6. a. A. The SIC Codes for the Marion facility are 3482 and 3489.

**6. b. Q. The number of persons employed.**

6. b. A. As of August 31, 1989, a total of 339 persons were employed at Olin's Marion facility. The breakdown is as follows:

175 hourly workers  
164 salaried personnel  
339 total employees

The total includes fifteen (15) Test Range personnel.

**7. Q. Provide copies of all documents evidencing or relating to ownership, operation, or leasing of property or buildings on the Refuge (e.g., deeds, leases, contracts, etc.).**

**7. A.** The following are Leases between Olin Corporation and United States of America, Fish and Wildlife Service,

1. Lease Contract No. 14-19-008-2675 as amended.  
1 January 1956 United States of America, through the Secretary of the Interior, through the Director of the Fish and Wildlife Service and Olin Mathieson Chemical Corporation. Expiration December 31, 2005.
2. Lease Contract No. 14-16-0003-13733 1 May 1972  
Expiration 30 April 1992
3. Lease 14-16-003-12613, 1 January 1967  
Expiration date 31 December 2005
4. Igloo Lease 14-16-0003-81-506, 1 October 1980  
Expiration 13 September 1990
5. Building Lease 14-16-0003-81-517, 1 October 1980  
Expiration 30 September 1990.
6. Building Lease 14-16-0003-81-525, 1 October 1980  
Expiration 13 September 1990.
7. Building Lease 14-16-0003-81-526, 1 October 1980  
Expiration 30 September 1990
8. Building Lease 14-16-0003-81-527, 1 October 1980  
Expiration 30 September 1990  
Amendment 3, 1 December 1986 terminates contract effective 1 December 1986
9. Building Lease 14-16-0003-81-528, 1 October 1980  
Expiration 30 September 1990
10. Quarterly Reports of Building Usage Crab Orchard National Wildlife Refuge starting December 31, 1957 to date.

Documents No. 000001 through 000447.

**8. Q. Identify all materials purchased, received, processed, stored, treated, disposed, or otherwise handled on the Refuge by Respondent.**

**8. A.** Subject to and without waiving its objections in the response to Request No. 3, Olin responds as follows:

Olin has hundreds of purchasing, receiving, shipping and regulatory compliance documents relating to the purchase, receipt, processing, storing, treatment, and disposal of materials on the Refuge by Olin.

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Olin will make these documents available for review and copying by representatives of Department of Interior during normal business hours, upon prior request, and subject to Olin's normal security requirements and U.S. Government contract requirements for entry and exit from its facilities on the site.

To assist representatives of DOI, Olin provides the following overview of the availability and location of responsive documents. Most materials to be purchased, received, processed, stored, treated, disposed or otherwise handled by Olin at its operations on the Refuge are tracked by the Purchasing, Receiving, and Shipping Departments.

Each user department requisitions materials costing over \$500.00 via a formal Requisition. The Buyer, subject to U.S. Government contract requirements, places the order and maintains a complete file by purchase order number. These files are kept by the Buyer while active and when inactive are stored in the Procurement Department of Building B-2-10 for three years. The procurement files are then sent for storage, subject to records retention schedules, in Building FAM-1-4.

For items costing less than \$500.00 (formerly \$300.00 and \$100.00) an Invoice Approval system is used. Materials may be purchased with the approval of the supervisor. Office supplies and some maintenance items are purchased in this manner. Raw materials for production use generally are not purchased by Invoice Approval. Subject to records retention schedules, these Invoice Approval forms are filed in the approving department.

The Production Inventory Control Department has accountability for all raw materials used for production. A sample Product Usage Report and raw material inventory report are provided as Attachment B. These reports, generated daily and monthly, are kept in the Production Inventory Control Department current plus one year. Archival records are kept, pursuant to the records retention schedules, in Building FAM-1-4. Maintenance and operational supply materials are not routed through Production Inventory Control. These materials are listed as expense items for each department. These transactions are available in the office of the originating department, subject to records retention schedules.

The Shipping and Receiving Department tracks all incoming and outgoing materials. A Receiving Report is generated for receipt of all material received in the Receiving Department. Receiving reports for 1988 and 1989 are kept in Building F-6-45. Receiving documents, subject to records retention schedules, are stored in Building FAM-1-4. Hazardous materials received must be accompanied



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by a Material Safety Data Sheet (MSDS). The Receiving Department will not release hazardous materials into the Marion operation without a MSDS. This is an Olin control procedure for restricting the movement of unauthorized materials within its facility.

All manufactured items are warehoused until a shipping request is made.

Olin makes two types of shipments: Commercial and Government. Attachment C is a sample bill of lading which would accompany commercial shipments. A log is maintained in the Shipping Department of any such shipments. Attachment D is a sample of the log. Bills of Lading are driven by Shipping Request documents, Attachment E. Shipping documents for manufacturing related materials for the years 1988 to 1989 are located at Building F-6-45. Shipping documents for prior years, subject to records retention schedules, are stored in Building FAM-1-4.

Materials are transported to various Olin locations on the Refuge via intra-plant manifests.

9. Q. **Identify prior and subsequent owners, lessees, operators, or other users of the areas or facilities on the Refuge that were occupied by Respondent. For each such person, provide the information requested of Respondent in questions 6, 7, and 8 above.**
9. A. Below is a list of companies which, Olin believes based upon references in Olin's business records, operated on the Refuge in the areas now occupied by Olin. However, Olin does not have complete knowledge of the dates of operation or information concerning the operations of the companies listed.
1. Illinois Ordinance plant operated by Sherman Williams for the War Department during World War II. (Now Department of Defense)
  2. Sangamo Electric Company, now Sangamo - Weston of Atlanta, Georgia a subsidiary of Schlumberger Technology Corporation of Houston, Texas, a wholly owned subsidiary of Schlumberger Limited, Inc. of New York, New York. (Manufactured capacitors and other electrical equipment approximately 1947 to 1962 in the I Area.)
  3. TUK Tape Company, I area mid 1960's
  4. Universal Match - Unidynamics - Phoenix
  5. Commercial Solvents - Ordill Area (later acquired by International Minerals and Chemicals Corporation)

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10. Q. Did you ever use, purchase, generate, store, treat, dispose, transport, receive or otherwise handle any hazardous substances or hazardous materials? If the answer to the preceding question is anything but an unequivocal "no", identify:
- a. The chemical composition, characteristics, and physical state (e.g. solid, liquid) of each hazardous substance;
  - b. Who supplied you with such hazardous substances;
  - c. How such hazardous substances were used, purchased, generated, stored, treated, transported, received, disposed, or otherwise handled by you;
  - d. Where such hazardous substances were used, purchased, generated, stored, treated, transported, received, disposed, or otherwise handled by you;
  - e. The quantity of such hazardous substances used, purchased, generated, stored, treated, transported, received, disposed, or otherwise handled by you; and
  - f. Provide copies of all tests, analyses, and analytical results concerning the hazardous substances and materials.
10. A. Subject to and without waiving its objections set forth in its response to Request No. 3, Olin responds as follows:

Olin has hundreds of purchasing, receiving and shipping documents relating to the purchase, generation, storage, treatment, disposition, transportation, receipt, and handling of hazardous substances and hazardous materials. Purchasing records for the years 1987 through 1989 are located at Building B-2-10. Receiving documents for the years 1988 through 1989 are located at Building F-6-45. Purchasing and receiving documents for prior years, subject to record retention schedules, are stored in Building FAM-1-4. Shipping documents for manufacturing related materials for the years 1988 through 1989 are located at Building F-6-45. Shipping documents for prior years, subject to record retention schedules, are stored in Building FAM-1-4. Olin will make these documents available for review and copying by representatives of the Department of Interior during normal business hours, upon prior request, and subject to Olin's normal security requirements and U.S. Government contract requirements for entry and exit from its facilities on the site.

In addition, Olin has produced the following documents:

1. Obsolete Material Safety Data Sheet (MSDS) List

This list is an index of chemicals of MSDSs on file prior to the OSHA hazard communication law. This list is obsolete. It may contain chemicals used in the past which do not appear on the current MSDS index.

2. Department of Transportation (DOT) File List

This list is a compilation of explosives and information concerning their explosive classification.

3. Hazard Communication List

This list is Marion's hazard communication list sorted by trade name.

4. Waste Explosive List

This list names explosives which may be generated as waste.

5. Example of Chemical Master Listing, Trade Name Sequence

6. Source Material License, U.S. Atomic Energy Commission

7. IDNS Material License Number IL-01209-01

8. IEPA, TSDR Facility Annual Hazardous Waste Report for 1988, 1987, 1984, 1982.

9. IEPA Generator Annual Hazardous Waste Report for 1988, 1987, 1986, 1985, 1984, 1983, 1982.

10. RCRA Permit Application Part A (relevant sections)

See also Documents No. 000448 to 003168.

**11. Q. Describe all of the methods you used on the Refuge to dispose of materials, including but not limited to hazardous substances.**

11. A.
1. Open burn at sites designated by Department of Interior.
  2. Burial at sites designated by Department of Interior.
  3. Various discharge through NPDS outfall.
  4. Transport to sites on Refuge as directed by Department of Interior.
  5. Transport for off site disposition at landfills or to recycle or incinerate.
  6. Dry Bag Incineration System (1960's)

See also Documents No. 003169 to 003283 and information in documents submitted in response to Request No. 10.

**12. Q. Identify each site or area on the Refuge to which materials may have been taken from your location(s) on or off the Refuge. With respect to each such site or area, provide the following:**

9/12/89

- a. Any information you have about each site or area, including but not limited to its name or designation, location (as specifically as possible), physical description, boundaries, surface structures (e.g., buildings on or near the site), maps and drawings, and changes over time.
  - b. Identify the owners and operators, including lessees, of each such site or area. Also identify the prior and subsequent owners and operators (including lessees), to the extent possible. For each contemporaneous and prior and subsequent site owner or operator, further identify:
    - i. The dates of operation;
    - ii. The nature of the operations at the site;
    - iii. All evidence that the owner or operator controlled access to the site; and
    - iv. All evidence, if any, that a hazardous substance, pollutant, or contaminant was released or threatened to be released at or from the site during the period that the owner or operator had control of the site.
12. A. 1. Olin may have taken materials from its location to the following sites or areas on the Refuge at the direction of DOI.

<u>Location</u>	<u>Owner</u>	<u>Dates of Olin Use</u>
Ordill Area 12	DOI	1956 - 1964
D Area	DOI	1965 - 1966
I Area	DOI	1967
Ogden Road	DOI	1968 - 1969
Ordill Fire Station	DOI	1956 - 1966
Water Tower	DOI	1967 - 1971

- 2. Olin is believed to have conducted open burning of pyrotechnic material at the direction of DOI near the area known as the "Sangamo Dump" in the I area during the years 1967 and 1968. This area was outside the area leased by Olin and was under the control of DOI.

See also Documents No. 003284 to 003323

13. Q. Identify all persons, including yourself, who may have arranged for disposal or treatment or arranged for transportation for disposal or treatment of waste materials, including hazardous substances, at or to sites on the Refuge.

13. A.

1. Doyle Case  
Fish and Wildlife Service  
DOI  
Crab Orchard Wildlife Refuge  
Illinois
2. Grant Riegel  
R. R. 1, Box 316  
Harrisburg, IL 62946  
(618) 252-4608  
Olin Marion Operations  
Shipping and Receiving Foreman  
Retired
3. Charles "Chuck" Funk  
RR No. 1 Box 40  
Elkville, IL 62932  
(618) 568-1492  
Olin Marion Operations  
P.O. Box 278  
Marion, IL 62959  
(618) 985-8211  
Formerly Production Inventory Control Manager (1971-1987)  
Now Manager, Solid Propellant Production
4. Herb Baines  
533 Frederick  
Herrin, IL 62948  
(618) 942-4686  
Olin Marion Operations  
P.O. Box 278  
Marion, IL 62959  
(618) 985-8211  
Procurement

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5. Jim Allen  
408 Timothy Lane  
Galatia, IL  
(618) 268-6229  
Olin Marion Operations  
P.O. Box 278  
Marion, IL 62959  
Shipping and Receiving Supervisor (1960-1980)  
Retired

14. Q. Identify all persons with whom you made arrangement to transport materials to the sites.

14. A. Olin made its own arrangements using its own equipment to transport materials to the sites.

15. Q. Provide the dates on which you transported materials to the sites or arranged for transportation of materials which were sent to the sites.

15. A. Olin transported all materials from its operations on the Refuge to the sites identified and during the dates identified in its response to Request No. 12.

16. Q. Describe the arrangements made to transport the waste materials to the sites, and the type of transportation used (e.g., drums, dumpsters, tankers, dump trucks, etc.).

16. A. 1. Olin owns an enclosed hazardous waste truck and transports hazardous materials in a fiber pack in the truck.

2. Olin also owns a dump truck to transport cardboard and other nonhazardous materials.

17. Q. Provide copies of all shipping documents or other documents relating to the transportation, storage, disposal and/or processing of materials at or to the sites.

17. A. Olin transported all materials from its operations on the Refuge to the sites identified and during the inclusive dates identified in its response to Request No. 12 via a document entitled "intra-plant manifest". All Department of Transportation, Bureau

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of Explosives regulations and Department of Interior directives were followed. The documents identified as intra-plant manifests were routinely destroyed one week after the material was transported. This continues to be Olin's practice.

18. Q. Identify who selected particular sites as the place to which the materials were to be transported.

18. A. The Department of Interior representatives, including Doyle Case, at Crab Orchard Wildlife Refuge selected the sites and directed Olin in their usage.

19. Q. Provide the following information for all of your materials sent or transported to the sites:

- a. Chemical composition, characteristics, and physical state;
- b. Source of the materials, including a description of the process for which the material was used or the process which generated the material;
- c. Type and number of containers and quantity of each type of material (weight or volume);
- d. All tests, analyses and analytical results for any materials sent;
- e. Any warnings or directions given to you or by you with respect to the handling of the materials sent;
- f. Identify all employees or individuals who arranged for or had responsibility for sending or transporting the materials to the sites;
- g. Any information which may indicate that materials sent to the sites may not have been "hazardous substances" within the meaning of 42 U.S.C. § 9601(14);
- h. The measures taken by you to determine the actual methods or means of treatment or disposal of materials at the sites.

19. A. Subject to and without waiving its objections set forth in its response to Request No. 3, Olin responds as follows:

Olin has hundreds of purchasing, receiving and shipping documents relating to materials sent or transported to the sites. Purchasing records for the years 1988 through 1989 are located at Building B-2-10. Receiving documents for the years 1987 through 1989 are located at Building F-6-45. Purchasing and receiving documents for prior years, subject to record retention schedules, are stored in Building FAM-1-4. Shipping documents for manufacturing related materials for the years 1988 through 1989 are located at Building F-6-45. Shipping documents for prior

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years, subject to record retention policies, are stored in Building FAM-1-4. Regulatory documents for the years 1981 to 1989 are located in Building D-1-36. Some regulatory documents, subject to record retention schedules, are stored in Building FAM-1-4. Olin will make these documents available for review and copying by representatives of the Department of Interior during normal business hours, upon prior request, and subject to Olin's normal security requirements and U.S. Government contract requirements for entry and exit from its facilities on the site.

Olin transported all materials from its operations on the Refuge to the sites via a document entitled "intra-plant manifest". The intra-plant manifests are routinely destroyed one week after the material is transported.

19. e. Olin has standard policies and procedures which define how warnings and directions are given to employees with respect to the handling of materials. Copies of the procedures are available in each area and are posted near the work or handling area. These procedures are available at the Document Control Center in Building B-2-10.

19. f. 1. Doyle Case  
Fish and Wildlife Service  
Department of Interior  
Crab Orchard National Wildlife Refuge  
Illinois

2. Jim Allen  
408 Timothy Lane  
Galatia, IL  
(618) 268-6229  
Olin Marion Operations  
P.O. Box 278  
Marion, IL 62959  
Shipping and Receiving Supervisor  
  
Retired

3. Charles "Chuck" Funk  
R.R. 1, Box 40  
Elkville, IL 62932  
(618) 568-1492  
Olin Marion Operations  
P.O. Box 278  
Marion, IL 62959  
Manager Production  
Inventory Control  
(Now) Manager Solid  
Propellant Production



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- |                              |                        |
|------------------------------|------------------------|
| 4. Herb Baines               | 5. Grant Reigel        |
| 533 Frederick                | R.R. 1, Box 316        |
| Herrin, IL 62948             | Harrisburg, IL 62946   |
| (618) 942-4686               | Olin Marion Operations |
| Olin Marion Operations       | P.O. Box 278           |
| P.O. Box 278                 | Marion, IL 62959       |
| Marion, IL 62959             | (618) 985-8211         |
| (618) 985-8211               | Shipping and Receiving |
| Production Inventory Control | Supervisor             |
| Supervisor                   | Retired                |

See also Documents No. 003324 to 003374.

20. Q. Identify all documents containing information responsive to Request 19 above and provide copies of all such documents.
20. A. Subject to and without waiving its objections in its response to Request No. 3, there are hundreds of documents responsive to Request No. 19 at the Marion facility. Documents responsive to this request have been identified or submitted in its response to Request No. 19. Olin will make documents located at its Marion facility available for inspection and copying by authorized representatives of the Department of Interior during normal business hours, upon prior request, and subject to Olin's normal security requirements and U.S. Government contract requirements for entry and exit from its facilities at the site.
21. Q. Identify all persons with knowledge, information, or documents responsive to Request 19 above.
21. A. See response to Request No. 19 (f).
22. Q. Have you ever accepted materials for transportation to a site on the Refuge from any other person? If the answer to this question is anything but an unequivocal no, identify:
- a. The persons from whom you accepted materials for transportation to the site;
  - b. Every date on which such materials were so accepted or transported;
  - c. For each transaction, the nature of the materials, including the chemical composition, characteristics and physical state;
  - d. For each material, describe any warnings or directions given to you or by you regarding its handling;

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- e. The owner of the materials accepted or transported;
- f. The quantity of the materials involved in each transaction;
- g. All tests, analyses and analytical results for any materials accepted or transported;
- h. Any information which may indicate that materials sent to the site may not have been "hazardous substances" within the meaning of 42 U.S.C. § 9601(14); and
- i. The person(s) who selected the sites to which the materials were to be transported.

22. A. Olin's answer is an unequivocal no.

23. Q. Identify all documents containing information responsive to Request 22 above and provide copies of all such documents.

23. A. See response to Request 22.

24. Q. Identify all persons with knowledge, information, or documents responsive to Request 22 above.

24. A. See response to Request 22.

25. Q. Have you ever accepted (actively or passively) from an other person materials for disposal at a site on the Refuge that was in your possession or control? If the answer to this question is anything but an unequivocal no, identify:

- a. The location of the site(s) at which materials were disposed;
- b. The persons from whom you accepted materials for disposal at the site;
- c. Every date on which such materials were so accepted or disposed;
- d. For each transaction, the nature of the materials, including the chemical composition, characteristics and physical state;
- e. For each material, describe any warnings or directions given to you regarding its handling;
- f. The owner of the materials accepted or disposed;
- g. The quantity of the material involved in each transaction;
- h. All tests, analyses and analytical results for any materials accepted or disposed; and

1. Any information which may indicate that materials sent to the site may not have been "hazardous substances" within the meaning of 42 U.S.C. § 9601(14).
25. A. Olin's response is an unequivocal no.
26. Q. Identify all documents containing information responsive to Request 25 above and provide copies of all such documents.
26. A. See response to Request number 25.
27. Q. Identify all persons with knowledge, information, or documents responsive to Request 25 above.
27. A. See response to Request number 25.
28. Q. Provide any information and any supporting documentation which may indicate that you may not be liable under 42 U.S.C. Section 9607 with respect to the sites on the Refuge.
28. A.1. Olin Corporation has performed numerous U.S. Government Contracts at the facilities on the Refuge. Defense Acquisition Regulations and Federal Acquisition Regulations clauses concerning Title to materials and property purchased by Olin or reimbursed by the U.S. Government to Olin have been included in the contracts. These provisions assert that all materials purchased by Olin in performance of the contract are owned by the U.S. Government. This includes not only raw materials purchased for production purposes, but also any scrap or waste resulting from the use of those raw materials. It is Olin's view that the Government has title to any environmental contaminants at the site resulting from the performance of such contracts and is responsible for the costs of any environmental remediation that is necessary.
2. With regard to the site(s) located in the I area contaminated with PCBs, Olin did not own or operate the site at the time PCBs were deposited there, it did not arrange for PCB disposal and was not a transporter. Olin, therefore, is not within the class of persons potentially subject to liability under CERCLA § 107 (a).
3. The Sangamo dump site located in the I area has never been part of the property leased by Olin, and Olin therefore is not within

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the class of persons potentially subject to liability under CERCLA § 107 (a), since Olin has never been the owner or operator of the Sangamo dump site.

29. Q. Identify any federal or state agency which supervised or was in any way involved (including as a customer or client) with your operations or activities on the Refuge.

29. A. The U.S. Department of Defense including the Department of the Army, Department of the Air Force and Department of the Navy have been involved with Olin's operations or activities on the Refuge as a customer.

Regulatory Agencies which supervise or are involved with Olin's operations and activities on the Refuge are as follows:

Local

Williamson County, Illinois - local approval powers

State of Illinois:

Commerce Commission  
Emergency Services and Disaster Agency  
Department of Employment Security  
Environmental Protection Agency  
    Division of Land Pollution Control  
Office of the State Fire Marshall  
Department of Labor  
Department of Mines and Minerals  
Department of Nuclear Safety  
Pollution Control Board  
Department of Public Health  
Department of Revenue  
Secretary of State  
Department of State Police  
Department of Transportation  
Department of Veterans' Affairs

Federal

Defense Department  
    Air Force Department  
    Army Department  
    Navy Department

Defense Contract Administrative Services - Safety/Quality Group  
Energy Department  
Nuclear Regulatory Commission (formerly Atomic Energy Commission)  
Environmental Protection Agency  
Federal Communications Commission  
Health and Human Services Department  
Social Security Administration  
Interior Department  
Fish and Wildlife Service  
Justice Department  
Drug Enforcement Administration  
Labor Department  
Occupation Safety and Health Administration  
Pension and Welfare Benefits Administration  
Veterans Employment and Training  
Wage and Hour Division  
Workers' Compensation Programs Office  
Patent and Trademark Office  
State Department  
Transportation Department  
Federal Aviation Administration  
Federal Highway Administration  
Federal Railroad Administration  
Research and Special Programs Administration  
Interstate Commerce Commission  
Treasury Department  
Alcohol, Tobacco, and Firearms Bureau  
Bureau of Explosives  
Customs Service  
Internal Revenue Service

30. Q. Identify any processes in which you used, or by which you produced (as an intermediate or final product or by-product or waste), any polychlorinated biphenyls (PCBs) between 1940 and 1985. Identify whether any materials used in such processes or produced by such processes were sent to sites on the Refuge, and the sites to which such materials were sent. Identify and produce all documents related to delivery of materials from such processes to the sites.
30. A. Between 1940 and 1985, Olin did not use any PCB processes nor did it produce any polychlorinated biphenyls (PCBs).

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31. Q. Identify any processes in which you used, or by which you produced (as an intermediate or final product or by-product or waste), lead or lead compounds between 1940 and 1985. Identify whether any materials used in such processes or produced by such processes were sent to sites on the Refuge, and the sites to which such materials were sent. Identify and produce all documents related to delivery of materials from such processes to the sites.

31. A. Lead salts were utilized in the 1950's-60's in the production of double-base propellants. Lead salts included lead resorcinol, lead resorcyate, lead salicylate, lead stearate, and lead 2 ethyl hexoate. Olin may have disposed of such materials by open burning 1968 to 1969 at the Ordill Ogden Road site.

The AGJ propellant was utilized in Lance gas generator in the past. A powder was purchased which contained lead stearate which was used in the manufacturing of the Lance AGJ grain. The Lance gas generator was produced in the D area. None of the propellants or pyrotechnics produced at the Olin Marion Operations today contain lead. Lead dioxide may have been used in the past in R & D.

The ammunition operations utilize a small arms primer which is purchased as an item and inserted and seated in the various cartridge cases. Examples of ammunition which utilize a primer include 5.56, 50 cal, 20MM, 25MM, 30MM, 40MM, 120MM, slide inflation cartridges and the Law rocket. This primer contains lead salts. Demilitarization of the primer has occurred in the I area which involves pushing the primer out of the case or firing the primer. This operation is presently performed by pushing the primer out in such a manner as to prevent any potential air emissions of lead.

Some of the ammunition has contained lead inserts in the bullets. The 40MM ammunition contained small lead balls. The lead was purchased preformed and inserted in the ammunition.

The only other use of lead may have been in paint since some paints contained lead.

Waste explosives such as primers were either demilitarized as previously discussed and/or sent off the Refuge. Scrap primers now are sent off the Refuge.

Subject to and without waiving its objections set forth in its response to Request No. 3, Olin further responds as follows:

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Olin has hundreds of purchasing, receiving and shipping documents relating to lead or lead compounds purchased for use in processing and manufacturing at the Refuge. Purchasing records for the years 1987 through 1989 are located at Building B-2-10. Receiving documents for the years 1988 through 1989 are located at Building F-6-45. Purchasing and receiving documents for prior years, subject to record retention schedules, are stored in Building FAM-1-4. Shipping documents for manufacturing related materials for the years 1988 through 1989 are located at Building F-6-45. Shipping documents for prior years, subject to record retention schedules, are stored in Building FAM-1-4. Olin will make these documents available for review and copying by representatives of Department of Interior during normal business hours, upon prior request, and subject to Olin's normal security requirements and U.S. Government contract requirements for entry and exit from its facilities on the site.

32. Q. Identify all leaks, spills, or other releases into the environment of any hazardous substance, pollutant, or contaminant that occurred at or from your operations or activities on the Refuge, whether routine or nonroutine. In addition, identify:
- a. When such releases occurred;
  - b. Where such releases occurred;
  - c. How such releases occurred;
  - d. The amount of each hazardous substance, pollutant, or contaminant so released;
  - e. Any and all activities undertaken in response to each such release or threatened release, including the notification of any agencies or governmental units about the release;
  - f. Any and all investigations of the circumstances, nature, extent or location of each release, including the results of any soil, water (ground and surface), or air testing undertaken; and
  - g. All persons with information relating to these releases.
32. A. Subject to and without waiving its objections in its response to Request No. 3, there are hundreds of Safety and Regulatory Compliance documents responsive to this Request located at the Marion facilities. The safety documents which relate to human health and safety are located in Building D-1-37 for 1988 through 1989. Safety documents for prior years, subject to record retention schedules, are stored in Building FAM-1-4. Regulatory documents for the years 1981 to 1989 are located in Building D-1-36. Some regulatory documents are stored in Building FAM-1-4. Olin will make these documents available for review and copying at

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reasonable times, and upon prior request, by representatives of the Department of the Interior subject to Olin's normal security requirements and U.S. Government contract requirements for entry and exit from its facilities on the site.

Olin has submitted the following Documents Nos. 003375 to 003545. See also documents submitted in response to Requests No. 10, 11, and 19.

33. Q. Describe any explosions, fires, leaks, spills or other events anywhere else on the Refuge which may have resulted in the release of a hazardous substance, pollutant, or contaminant into the environment. Identify when each such event occurred, where it occurred, how it occurred (if known), the amount of each substance released (if known), and any and all activities undertaken in response, including the notification or involvement of any agencies or governmental units. Identify all persons with information relating to such events.

33. A. Olin has information of events in the I area related to Sangamo Electric Co.

The following documents, Documents No. 003546 through 003813, are responsive to this request and will be submitted as proprietary and confidential under Title 18, Section 1905. These documents constitute information specifically developed at the request of counsel in anticipation of litigation. Such information was disclosed under a request of confidentiality to the Illinois and U.S. Environmental Protection Agencies and the documents have not been disclosed to any other third parties.

1. Olin preliminary test results and findings.
2. September 17, 1984 Report of Soil Samples collected of PCBs during July and August 1984 by Envirodyne Engineers, Inc.
3. PCB Profile of These Locations in Area "I." Envirodyne Engineers Inc. August 1984.
4. PCB Profile of "I" Area, Envirodyne Engineers, Inc., August 1984.
5. July 13, 1984 Draft Report of Envirodyne Engineers conducted at Area I.

See also Documents No. 003814 through 003818.



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34. Q. If Respondent is or includes a person that is not a natural person, respond to the following requests:

- a. Provide your financial statements and income tax statements for the past two fiscal years, including but not limited to those filed with the Internal Revenue Service.
- b. Identify all of your current assets and liabilities and the person who currently owns and/or manages such assets and liabilities.
- c. Identify all liability insurance policies you held during the period(s) you owned, leased, operated, managed, or supervised any facility, operation, or property on the Refuge. In identifying such policies, state the name and address of each insurer and of the insured, the amount of coverage under each policy, the commencement and expiration dates for each policy, whether or not the policy contains a "pollution exclusion" clause, and whether the policy covers or excludes sudden, nonsudden or both types of accidents. In lieu of providing this information, you may submit complete copies of all relevant insurance policies.

34.a.b. A. Olin has submitted copies of its annual report for the years 1987 and 1988, attached hereto as Attachment F, which include the information requested.

34.c. A. A list of Olin Corporation Primary and Excess Liability Programs as of February 1987.

Document Nos. 003819 to 003821.

35. Q. Has Respondent filed for bankruptcy? If so, when and in what Court? Provide any bankruptcy discharge orders or orders confirming reorganization plans granted to Respondent or any relevant predecessor in interest since 1940.

35. A. Neither Olin Corporation nor any of its relevant predecessors in interest have filed bankruptcy since 1940.

36. Q. If you have reason to believe there are persons that may be able to provide a more detailed or complete response to any Request herein or that may be able to provide additional responsive documents, identify such persons and the number of the relevant Request.

36. A. 1. Richard Alterkruse  
725 Woodland Ave.  
Herrin, IL 62948  
Olin Marion Operations  
Program Manager  
Retired  
5, 8, 10, 11, 12, 14, 15,  
16, 19, 21, 31, 32 and 33
2. Jim Redden  
No. 1 East Walkhaven Ct.  
Edwardsville, IL 62025  
(618) 656-5607  
Olin Marion Operations  
Director & Vice President  
Consultant  
5, 9, 11, 12, 14, 16, 29,  
32 and 33
3. Sam Riccardi  
2906 Brandemere Drive  
Tallahassee, FL 32312  
(904) 385-7523  
Olin Marion Operations  
Engineering  
St. Marks Operations  
Retired  
32, 33
4. John Miller  
128 Circle Drive  
Herrin, IL 62948  
Olin Marion Operations  
Senior R&D Engineer  
Retired  
5, 10, 11, 12, 14 and 31
5. Gene Cochran  
204 N. 8th St.  
Elkville, IL 62932  
(618) 568-1483  
Olin Marion Operations  
Production Mgr.  
Olin Marion Operations  
R & D  
5, 9, 11, 32 and 33

6. Richard Call  
9109 West 101st Terrace  
Overland Park, KS 66212  
(913) 451-3100  
Olin Marion Operations  
Safety Mgr.  
Olin Water Services  
9393 West 110th St.  
Overland Park, KS 66204  
(913) 451-3100  
10, 11, 12, 16, and 32
7. Dick Myers  
RR 3 Box 5402  
Crawfordville, FL 32327  
(904) 926-7885  
Olin Marion Operations  
(1960-63 Dynamite-Ammonium Nitrate)  
St. Marks Operations  
P. O. Box 222  
St. Marks, FL 32355  
(904) 925-6111  
Mgr. Environmental Control  
32, 33
8. Robert High  
108 Edgewood Park  
Marion, IL 62959  
Olin Marion Operations  
Maintenance Mgr.  
Retired  
8, 10, 11, 12, 14, 16, 19,  
32 and 33
9. Norman Wilkaitis  
303 Ward  
Energy, IL 62933  
(618) 942-7177  
Olin Marion Operations  
Sr. Associate Engineer  
Olin Marion Operations  
10, 11, 12, 14, 16, 19, 31,  
32 and 33

10. Virgil "Hap" Saine  
Rt. 2, Box 1026  
Manchester, TN 37355  
(615) 728-9518  
Olin Marion Operations  
Director  
Retired  
9, 11, 12, 14, 16, 31, 32 and 33
11. Ray Lukuc  
1208 E. Ash  
Herrin, IL 62948  
(618) 942-5365  
Olin Marion Operations  
Production Program Management  
9, 11, 32 and 33
12. Jim Johnson  
410 George St.  
Herrin, IL 62948  
(618) 942-5533  
Olin Marion Operations  
Manufacturing  
Olin Marion Operations  
Program Management  
5, 31
13. Robert Harris  
2909 Bethany Place  
Clearwater, FL 34619  
Phone number unlisted  
Olin Ordnance  
10101 Ninth St., North  
St. Petersburg, FL 33716  
Vice President Operations  
5
14. Clark Vineyard  
902 S. Oakland  
Carbondale, IL 62901  
Olin Marion Operations  
Program Mgr.  
Olin Marion Operations  
Program Mgr.  
5, 31

15. Lee Markovitch  
115 Kane Dr.  
Herrin, IL 62948  
(618) 988-8325  
Olin Marion Operations  
Mgr. Propellant R&D  
Retired  
31
16. Russ McMahon  
529 Frederick  
Herrin, IL 62948  
Olin Marion Operations  
Maintenance Mgr.  
Retired  
8, 10, 11, 12, 14, 16, 19,  
32 and 33
17. Donald Bender  
R. R. 4, Box 165  
Marion, IL 62959  
(618) 964-1644  
Olin Marion Operations  
Sr. Assoc. Engr. R&D  
5, 9, 11, 31, 32 and 33
18. Ray Vancil  
R. R. 2,  
Carterville, IL 62918  
(618) 985-3029  
Olin Marion Operations  
Plant Mgr.  
Charge of I area (6 mos.)  
Olin Marion Operations  
Quality  
5, 9, 11, 32 and 33
19. Bob Myer  
Truck Driver  
Last known address: Royalton, Missouri  
2, 11, 13 and 32
- Miller Gregory  
Formerly, Metal Products Plant Manager  
Now, Retired  
9, 11, 32 and 33

21. R. L. Owens  
29405 E. Harris-Potts Rd.  
Grain Valley, MO 64029  
(816)229-3910  
Olin Marion Operations  
Mgr. Administration  
Lake City Army Ammunition Plant  
Independence, MO  
(816) 786-7101  
Mgr. Employee Relations  
5, 9, 29 32 and 33
22. Vic Modglin  
Cambria, IL 62919  
(618) 985-4484  
Former Sangamo Worker  
Olin Marion Operations  
Maintenance Dept.  
9, 11, 32 and 33
23. Jim Oyston  
Buckner, IL 62819  
(618) 724-4702  
Olin Marion Operations  
Manufacturing Supervisor  
Olin Marion Operations  
Foreman, Test Range  
11, 32 and 33
24. Chuck Gabe  
Olin Marion Operations  
Production Supervisor  
Retired  
No other information.  
32 and 33
25. Tom McDonald  
No information  
9, 31 and 33

26. G. W. Barton  
5160 Huntington Circle, N.E.  
St. Petersburg, FL 33703  
(813) 527-2005  
Olin Marion Operations  
Safety & Various  
Olin Ordnance  
10101 Ninth St., North  
St. Petersburg, FL 33716  
(813) 578-8311  
Product Integration Mgr.  
5, 10, 11, 12, 14, 16, 19  
32 and 33
27. Norm Gaither  
Formerly, Plant Manager  
Now, Professor at Texas A & M  
9, 11, 32 and 33
28. Norm Thomas  
152 Circle Drive  
Herrin, IL 62948  
(618)842-5866  
Olin Marion Operations  
Quality Mgr.  
Retired  
5, 9, 11, 32 and 33
29. R. Hartig  
Metal Products Plant Manager  
Prior to Allen Gregory  
9, 11, 32 and 33

L E A S E

This Lease, made and entered into as of the 1st day of January, 1956, by and between the UNITED STATES OF AMERICA, acting by the Secretary of the Interior, through the Director of the Fish and Wildlife Service, under and pursuant to the authority contained in Public Law 361 - 80th Congress, hereinafter referred to as the "Lessor"; and OLIN MATHIESON CHEMICAL CORPORATION, a corporation organized and existing under the laws of the Commonwealth of Virginia and having an office and place of business at New York, New York, hereinafter referred to as the "Lessee";

WITNESSETH:

That the said Lessor does by these presents lease and demise unto the said Lessee the following-described real estate and premises situated in the County of Williamson and State of Illinois, to-wit:

That land which is shaded in red on the plat attached hereto and marked "Exhibit A";

together with all tenements and appurtenances thereon or thereunto belonging and together with any and all additions, improvements, betterments or replacements to said land and the said leased buildings situated thereon, made during the term of this Lease for use as business property and also for manufacturing purposes as set out in Paragraph FOUR hereof; subject, however, to the reservations contained in Paragraph TWENTY-ONE hereof and to the options of the Lessee provided for in Paragraph TWENTY-TWO hereof, for a term beginning on the 1st day of January, 1956, and ending on the 31st day of December, 1980, both inclusive, on the following terms and conditions, to-wit:

ONE: Lessee shall pay to Lessor the following rent:

<u>Leased Facility</u>	<u>Rental Rate Per Annum</u>
890 acres of land, buffer area, and all services for which no separate specific charge is made	\$2,280.00

000001



and, in addition thereto, rental for the leased buildings, computed as follows:

<u>Building No.</u>	<u>Area of Building in sq. feet</u>	<u>Rental Rate Per Annum</u>
II-1-23, Boiler House		\$1,020.00
II-1-1	10,350	\$ .15 per sq. ft.
II-1-2	14,480	.15 " " "
II-1-3	26,510	.15 " " "
II-1-4	275	.15 " " "
II-1-5	1,120	.15 " " "
II-1-6	24,860	.15 " " "
II-1-7	3,850	.15 " " "
II-1-8	221	.15 " " "
II-1-9	900	.15 " " "
II-1-11	900	.15 " " "
II-1-24	4,700	.15 " " "
II-1-25	4,700	.15 " " "
II-1-26	7,520	.15 " " "
II-1-28	1,384	.15 " " "
II-1-12	14,750	.15 per sq. ft.
II-1-15	600	.15 " " "
II-1-16	900	.15 " " "
II-1-17	16,110	.15 " " "
II-1-22	900	.15 " " "
FAI-1 8-9-10-11-12-14	8,035	.10 per sq. ft.
FAI-2 8-9-10-11-12-13-14	11,249	.10 " " "
FAI-3 9-10-11-13-14-15	9,642	.10 " " "
FAI-4 8-9-10-11-12-13-14-15-16	14,463	.10 " " "
FAI-5 12-13-14-15	6,428	.10 " " "
FAI-6 8-9-10-11-12-13-14	11,249	.10 " " "
FAI-7 9-12	3,214	.10 " " "
New Construction		.02 per sq. ft.

"New construction" as used in this Lease shall mean buildings constructed by Lessee and buildings in Area 12 remodeled by Lessee. It shall not include facilities such as tanks, unloading docks, covered conveyors, ramps, walkways or similar structures outside of buildings; settling or water-treating basins or any structure built over any such basin for protection thereof; any structure built over an outside tank for protection; or any other similar structure.

If only a part of a building is used, the rental will be based only on the part of the building which is used. Rent on the buildings, including new construction, shall begin on the first of the month following commencement of use and occupancy of such buildings by Lessee.

With respect to any building, or part thereof, used by Lessee for manufacturing, production or research, "use and occupancy" shall commence when Lessee shall have completed the cleaning, remodeling and installation of equipment in the building, or part thereof, and shall start operations. With respect to any building, or part thereof, which is used by Lessee for any purposes other than manufacturing, production or research, "use and occupancy" shall commence when Lessee shall have completed the cleaning and remodeling of the building, or part thereof, and shall start to use such building, or part thereof, for storage or other purposes. With respect to new construction, "use and occupancy" shall commence when the respective building or addition has been completed and the necessary equipment installed therein and actual use of such building or addition by Lessee has begun.

If Lessee shall use and occupy any building, or part thereof, for manufacturing, production or research purposes and shall later stop using such building, or part thereof, for such purposes and shall shut down its operations in said building, or part thereof, the obligation of Lessee to pay rent on said building, or part thereof, shall cease and terminate at the end of the month in which operations cease, and no rent shall be payable after such date. As to any building, or part thereof, used and occupied for any purpose other than manufacturing, production or research, Lessee's obligation to pay rent on such building, or part thereof, shall cease and terminate at the end of the month in which it stops using such building, or part thereof, for such purpose. Lessee shall notify the Project Manager in writing in each such instance.

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Such rental shall be paid in monthly installments, payable in advance on the first day of each and every calendar month, commencing January 1, 1956, except as above otherwise indicated, during the term of this Lease as it may be extended by exercise by the Lessee of its option or options under Paragraph TWENTY-TWO hereof. Such payment shall be made by check or bank draft, payable to the United States Fish and Wildlife Service, and forwarded to the Project Manager, Fish and Wildlife Service, Crab Orchard National Wildlife Refuge, Carterville, Illinois.

TWO: Lessor, by a five (5) day notice in writing, may terminate this Lease in the event: (a) a receiver or trustee is appointed for Lessee or its property, or Lessee makes an assignment for the benefit of creditors, or Lessee becomes insolvent, or a petition is filed by or against Lessee pursuant to any of the provisions of the United States Bankruptcy Act, as amended, for the purpose of adjudicating Lessee a bankrupt, or for the reorganization of Lessee, or for the purpose of effecting a composition or re-arrangement with Lessee's creditors, and any such petition filed against Lessee is not dismissed within sixty (60) days; or (b) of any violation of any of the terms, conditions or covenants of this Lease and the failure of Lessee to cure such violation within ten (10) days from the giving of a written notice thereof by Lessor to Lessee. Upon the expiration or termination of this Lease, as it may be extended by exercise of Lessee's options under Paragraph TWENTY-TWO hereof, Lessor shall have the right to invoke any remedy permitted by law or in equity for the protection of its interests hereunder, and Lessee hereby expressly waives all rights which it may have to redeem or to be served with any further notice of Lessor's intention to cancel or terminate this Lease other than as herein provided. In the event that this Lease is terminated by reason of the violation by Lessee of any of its terms, conditions or covenants, Lessor shall have the right to sue for

and recover all unpaid rents and damages accrued or accruing under this Lease or arising out of any violation thereof. If default be made in the payment of the above rent, or any part thereof, or in any of the covenants herein contained to be kept by the Lessee, Lessor may, at any time at its election, upon ten (10) days' written notice to Lessee, demand possession of and re-enter said premises, or any part thereof, with or without process of law, and remove Lessee or any persons occupying the same, without releasing Lessee from its obligation to pay rent and all other sums as the same become due and payable until the expiration of the term of this Lease. . Provided such ten (10) days' notice shall have been given, as set out in the next preceding sentence, nothing contained in this paragraph shall limit the rights of Lessor to any of the remedies that would otherwise be available to Lessor under the Landlord and Tenant Act of the State of Illinois.

THREE: Lessee has inspected and knows the condition of the leased premises, and it is understood that the leased premises are hereby leased to Lessee without any obligation on the part of Lessor to make any alterations, repairs or additions thereto except as hereinafter provided in this agreement; subject, however, to removal by Lessor of existing personal property of previous tenants remaining on the premises as of the inception of this Lease.

FOUR: Lessee shall have the right to use the leased premises for the manufacture or production of the following products: explosives and related products and chemicals, acids, ammonium nitrates, nitrocellulose, strontium nitrates and/or other materials necessary or useful in the manufacture or production of explosives or related products. If, within three (3) years from the date of this Lease, the Lessee has not operated upon the leased premises a facility for the manufacture or production of one or more of such products, the Lessor, upon six (6) months' written notice to the Lessee, may terminate this Lease. Lessee shall not manufacture or produce on

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the leased premises chemicals, acids or other ingredients which are not necessary for the manufacture or production of explosives or related products. However, Lessee shall have the right to dispose of any excess quantities of such chemicals, acids or other ingredients which it does not need for the manufacture or production of its products, either by transfer to other locations or by sale to outside purchasers.

Lessee may make additions, improvements or alterations to the leased premises essential for its business, manufacturing, production, research or storage operations without the prior consent of Lessor, PROVIDED, however, that the Lessee shall notify Lessor within sixty (60) days of such changes. The Lessee shall have the right to erect, construct or install upon the leased premises complete facilities for the manufacture or production of explosives and related products, including facilities necessary for the manufacture or production of chemicals, acids, ammonium nitrates, nitrocellulose, strontium nitrates or other materials useful in the manufacture or production of explosives or related products, and Lessee shall have the right to install such furniture, fixtures, machinery and equipment or removable partitions of its own upon the leased premises as may, in its opinion, be necessary for the proper use thereof; and PROVIDED, that upon the expiration, termination or cancellation of this Lease, within one hundred and eighty (180) days, or such additional time thereafter as may be allowed by Lessor, Lessee may remove any or all of such furniture, fixtures, machinery, equipment and removable partitions owned by it; it being understood that all expense in connection with any such removal by Lessee shall be borne by Lessee and that Lessee shall, at its own expense, promptly repair any damage to the leased premises occasioned by such removal, and that Lessee shall have the right, at its election, and with the consent of the Lessor, to abandon in place any such furniture, fixtures, machinery, equipment and removable partitions

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owned by it. Except as herein provided, any additions, improvements or alterations, and all replacements to the leased premises, shall become the property of Lessor and shall be subject to all the terms and conditions of this Lease.

If Lessee does not remove its property from the demised premises within the one hundred and eighty (180) days, or within such additional time thereafter as may be allowed by Lessor therefor, Lessee shall pay Lessor double rental per day, computed from the expiration of said one hundred and eighty (180) day period or of such additional time thereafter as may be allowed by Lessor, to and including the date of Lessee's vacation, removal of Lessee's property from the demised premises, or to and including the date of completion of repairs necessitated by such removal, whichever is later; PROVIDED, however, that Lessee shall, during the said period, continue to be bound by its covenants and agreements (except as to rental provided in Paragraph ONE hereof) as herein contained with respect to the demised premises, and to Lessor, notwithstanding the expiration, termination or cancellation of the terms of this Lease. In the event Lessee shall hold over after the expiration of the term above demised for a sufficient period of time to create a renewal of this Lease by operation of law, then any renewal or future right of possession not evidenced by an instrument in writing, executed and delivered by Lessor, shall be a tenancy from calendar month to calendar month and for no longer term.

Since the leased premises includes all of the former Ammonium Nitrate Plant Area designated as Area 12 of the Crab Orchard National Wildlife Refuge, and since all of the buildings and related personal property located thereon are scheduled for disposition by the Lessor by sale, destruction, or otherwise, and since such disposition now relates directly to the installation and establishment of the Lessee's facilities, as provided for in this Lease, the Lessee

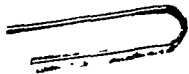
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agrees to decontaminate as necessary, raze and remove from the area all such buildings and related personal property, except such of these structures as may be usable in Lessee's operations; in consideration for which the Lessor agrees to accept the Lessee's services as full compensation for the clearing of Area 12 and for the value of any salvage deriving to the Lessee which may be disposed of by it in any manner it elects, including sale or removal from the site to other areas, PROVIDED, that the Lessee shall clean up all sites from which buildings and related personal property have been razed or removed, which clean-up shall include the burning, burying, or removal of all debris resulting from razing or dismantling operations and the removal of all concrete pillars or walls above ground level, and need not include the removal of stone or concrete foundations or floor slabs at or below ground level; PROVIDED FURTHER, that the time and place of burning refuse and/or dumping debris shall be as designated by the Lessor; PROVIDED FURTHER, that, inasmuch as some or all of these buildings and related personal property have been determined to be contaminated in varying degrees, the Lessee agrees it will release and indemnify the Lessor from any liability whatsoever for any personal injury, death, or harm of any nature whatsoever arising from the razing and disposal operations herein provided for, or from the use, removal, sale or other disposition following such operations; PROVIDED FURTHER, that, in any case where it is found more convenient to leave any of these buildings standing in lieu of razing them and using them in the Lessee's operations, such buildings shall be regarded as "new construction" for the purposes of this Lease Agreement and for the purposes of determining rental rates as provided in Paragraph ONE hereof; and PROVIDED FURTHER, that the razing and removal operations herein provided for shall be completed within two (2) years from the date of execution of this Lease Agreement. The buildings are in varying sizes and of varying


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construction and are identified by Nos. ANP-1-1 through ANP-1-13, ANP-1-15 through ANP-1-20 and ANP-T-21 through ANP-T-23.

Since Lessee will use the leased premises for the purpose of operating a plant for the manufacture of explosives and related products, it is essential that Lessee be protected from encroachment upon the leased area by highways, buildings or other use which would interfere with the use by Lessee of its leased premises for explosives-manufacturing purposes.

 Lessor, therefore, agrees that during the term of this Lease and any extension or renewal thereof, it shall, at its own expense, maintain as a buffer area around the premises leased by Lessee, that area which is shaded in green on the plat attached hereto and marked "Exhibit A".

During the term of this Lease, or any extension or renewal thereof, Lessor will not, without the consent of the Lessee, permit the building on said buffer area of any highways, roads, buildings, or other structures except by a public authority under eminent domain or other similar legal means. Lessor will allow said buffer area to be used only for such economic land uses as farming, haying, grazing and timber harvest by permittees of Lessor and for dog trials not to exceed thirty-five (35) days each year. Such dog trials shall be conducted in such manner and in such places that they shall not endanger the Lessee's plant or the participants and shall not interfere with Lessee's operations.

 Lessor also agrees that during the term of this Lease, or any extension or renewal thereof, it will permit the area shaded in blue on the plat attached hereto and marked "Exhibit A" to be used only for the storage of explosives, chemicals or inert materials or, in the alternative, Lessor will maintain such area as additional buffer area.

Lessor shall, at its expense, provide police, guard and fire protection in the buffer area comparable to that provided elsewhere on the refuge to prevent trespass and overt acts and to suppress fire.

Lessor shall not permit the use of said buffer area by permittees in such manner that the use of firearms, smoking, building of fires or other

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practices might endanger Lessee's plant or magazines.

FIVE: "Leased premises," as used in this paragraph, means the real estate and any buildings or improvements in existence thereon at the date of the execution of this Lease.

Lessee shall use reasonable care in the occupation, use and operation of the leased premises and shall at all times during the term of this Lease, or, in the case of any building during the period of use and occupancy of such building, keep and maintain the same in a good state of repair; and Lessee shall, at its own expense, make all repairs and perform all maintenance necessary to keep the premises, not including unused and unoccupied buildings, at all times in as good condition as at the beginning of the term of this Lease; and upon the expiration or termination of this Lease, except as provided in Paragraph FOUR hereof, Lessee shall forthwith yield and place Lessor in peaceful possession of the leased premises free and clear of any liens, claims or encumbrances and, except as provided in this Paragraph FIVE, in as good condition as the premises existed at the commencement of this Lease, ordinary wear and tear excepted, the condition of the premises at such time being reflected in the report of a joint survey of the condition of such premises conducted by representatives of Lessor and Lessee prior to the inception of the Lease.

Lessee's obligation to keep and maintain the leased premises in a good state of repair and to yield them in as good condition as the premises existed at the commencement of the Lease, ordinary wear and tear excepted, does not impose any liability upon Lessee to restore or rebuild any buildings, structures or other improvements which are damaged or destroyed in whole or in part by causes which arise without the fault or negligence of Lessee, as provided in Paragraph SIX of this Lease.

SIX: Lessee agrees that, in the event any property of the United States within the Crab Orchard Refuge Area, not including property constructed or installed by the Lessee, is damaged or destroyed as a result of Lessee's use and occupancy of the leased premises, if Lessor so requires, it shall be promptly repaired or replaced by Lessee so as to restore such property to

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the condition in which it existed immediately prior to such damage or destruction; PROVIDED, however, that the Lessee shall not be responsible to Lessor for loss of or damage to the leased premises or the buffer area occasioned by causes arising without the fault or negligence of Lessee.

SEVEN: Lessee shall be entitled to use such railroad facilities as are available on the leased area at no additional charge except that Lessee shall pay for switching such switching charges as are established by Lessor or its assigns. Lessee shall keep in repair and maintain the railroad track on the leased premises. Lessor shall maintain and keep in repair the portion of the railroad track not located on the land leased by Lessee. Should the railroad track through the leased land become part of a principal track furnishing service to others located beyond the leased area, Lessor shall bear the expenses of repair and maintenance of such principal track.

Within the leased area, Lessee shall have the right to use, at no additional charge, all existing roads and highways and the right to construct such additional roads and highways as may be necessary for the use of the leased area. On Project lands not in the leased area, Lessee may use existing roads and highways designated by the Lessor in accordance with load limits and other rules established by Lessor, not more restrictive than those of the State of Illinois, and Lessee may construct, at such locations and under such reasonable conditions as may be imposed by Lessor, additional roads and highways as may be necessary for the use of the leased premises. Lessee shall keep in repair and maintain the roads and highways on the leased land, and Lessor shall keep in repair and maintain the ingress and egress roads and highways not located on the leased land.

EIGHT: Subject to exercise by the Lessee of its rights under Paragraph FOUR to abandon property erected, constructed or installed by it on the premises, if Lessee shall, upon expiration, termination or cancellation

of this Lease, fail or neglect to remove its property or restore the leased premises within the time provided, then Lessor may cause such property to be removed and the leased premises to be so restored, and the cost of such removal and restoration shall be paid by Lessee to Lessor on demand and no claims for damages against Lessor or its officers, agents, contractors or employees shall be created or made on account of such removal and restoration.

NINE: Lessor, or its designated representative, shall have the right to inspect the leased premises at all reasonable times during the term of this Lease, provided that safety and operating rules and regulations of Lessee are observed.

TEN: Lessee, shall, at all times during the term of this Lease, exercise due diligence in the protection of the leased premises against damage or destruction by fire or other causes.

If the leased premises shall be damaged or destroyed, in whole or in part, the Lessor shall have the following options:

(a) To terminate the Lease as to the amount or portion affected by the loss (including the entire premises if such loss renders the entire premises substantially unusable); PROVIDED, however, that Lessee shall have the right, at its option, to elect to repair, restore or replace the damaged or destroyed premises in as good condition as before the loss, and if it so elects, Lessor can not terminate the Lease.

(b) To replace, restore or repair the damaged or destroyed premises in as good condition as before the loss.

(c) Subject to the approval of the Lessee, and if available, to assign similar buildings or facilities to Lessee in lieu of the premises so destroyed or damaged.

(d) Should Lessee not elect to repair, restore or replace, as provided in Option (a), or to accept the assignment of similar buildings,

as provided in Option (c), and should Lessor within a reasonable time fail to replace, restore or repair the premises as provided in Option (b), then Lessee shall have the right to terminate the Lease upon thirty (30) days' written notice.

The rents and other charges directly applicable to the unit or portion of the premises rendered unusable by reason of the loss shall be adjusted in accordance with whichever of the above options is exercised.

Lessee agrees to save Lessor harmless from any liability whatsoever because of accident or injury to persons or property belonging to third parties occurring in the use or operation of the leased premises or in connection with the occupancy thereof, resulting from the acts or omissions of the Lessee, its agents or servants.

ELEVEN: (a) Lessee shall provide any police or guard protection which it may desire for the leased area.

Lessor is now providing and maintaining fire protection service for certain areas of the Crab Orchard Wildlife Area, including the area in which the leased premises are located. However, due to the nature of Lessee's operation, it is understood that Lessor's personnel will not be required to enter the leased area for the purpose of extinguishing fires. It is further understood that Lessor, upon call from Lessee, will, if available, deliver a pumper with hose and other equipment to a point on the leased premises to be determined by agreement of the parties for the purpose of extinguishing fire or other purposes agreed upon by the parties. This equipment will be turned over to Lessee's qualified personnel for their use as required for extinguishing fire within the leased area. Lessee is to be responsible for any damage to Lessor's equipment while in its custody. A representative of the Lessee will return the pumper and equipment to the Fire Station when it has served its purpose.

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However, it is understood and agreed between the parties hereto that Lessor, at its option and upon not less than thirty (30) days' notice in writing to Lessee, may discontinue or suspend such service in any or all of the Crab Orchard Wildlife Areas, including the area in which the leased premises are located; PROVIDED, however, that Lessor, subject to the provisions of Subparagraph (c) of this Paragraph ELEVEN, may not suspend such service in the buffer area. The discontinuance or suspension of such service shall not constitute a reason or basis for adjustment or change in the amount of rental to be paid by Lessee as provided for herein, or for adjustment or change in any of the other terms hereof.

(b) Lessor shall furnish Lessee with treated water. Lessee shall pay for said water at the water rate schedule in effect at the time such water is furnished. In the event rates are revised in the future, any such revision shall be on a fair and reasonable basis.

Lessee shall have the right to use the existing sewage system. Lessee shall pay for such usage at the rate schedule in effect at the time of usage. In the event rates are revised in the future, any such revision shall be on a fair and reasonable basis.

Lessee shall have the right to take and use raw water from Crab Orchard Lake. There shall be no charge for such raw water so long as Lessee returns to the Lake substantially the amount of water so withdrawn; such returned water shall not adversely affect the existing operations of the Fish and Wildlife Service or its tenants.

Lessor's ability to furnish water and sewage services is dependent upon and limited to the present existing facilities for the production, processing and distribution of such services, and it is understood and agreed by the parties hereto that Lessor will not enlarge or extend such facilities to permit a different production, processing and distribution

than is possible as the facilities now exist, but that Lessee, with the prior written approval of Lessor and at Lessee's expense, may enlarge, extend or alter such facilities to permit different or additional services.

It is agreed between the parties hereto that in the event Lessor shall sell, lease or otherwise dispose of the facilities for the production, processing and distribution of water or sewage services, Lessor shall require the purchaser or grantee of the facility transferred to agree to furnish or continue furnishing such services if requested by Lessee to do so, and thereupon Lessor's liability in relation to the furnishing of such services shall cease and Lessor shall in no wise be liable thereafter for furnishing such services.

To the extent that Lessor has not already leased transmission lines and substations to the Central Illinois Public Service Company, Lessee shall have the right to use any existing transmission lines, substations and transformers on the leased area without any additional charge therefor.

If Lessee shall require any additional utility services and such services would necessitate easements or rights of way over the land of Lessor not leased to Lessee herein, Lessor shall grant to Lessee, or to such utilities furnishing service to Lessee, such rights of way or easements over land in the Crab Orchard Wildlife Area belonging to Lessor but not leased to Lessee. Such easements or rights of way shall be at locations approved by Lessor and accepted by Lessee, and subject to such reasonable conditions as may be required by Lessor.

(c) If the term of this contract extends beyond the current government fiscal year, the Lessor's liability for furnishing services and facilities herein provided for is contingent upon the availability of appropriations for expenditures beyond such fiscal year.

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TWELVE: The following limitations shall apply to the shooting for testing purposes of dynamite and other explosives by Lessee on the leased area:

1. Such testing shall be between the hours of 11:00 A.M. and 1:00 P.M., and at such other times and at such other places as may be approved by Lessor.

2. Not more than one stick of dynamite shall be used in any one shot except when sensitivity tests are conducted which require the use of two sticks.

3. If Lessee wishes to test explosives in connection with research and development work, as distinguished from testing of explosives which are in actual production, such testing in connection with research and development work shall be permitted with the prior approval of the Fish and Wildlife Service and in areas designated by the Service if such land area is available and testing is not in conflict with other uses of the Refuge.

THIRTEEN: In the occupation, use and operation of the leased premises or any part thereof, Lessee agrees to comply with all valid applicable state, municipal and local laws and rules, regulations and requirements of any departments and bureaus, and all local ordinances and regulations, including rules, regulations and requirements issued by Lessor, not inconsistent with the terms of this Lease, governing the administration of the Crab Orchard Wildlife Area, of which the leased premises constitute a portion; and Lessee further agrees to indemnify and hold Lessor harmless from any liability or penalty which may be imposed by local or state authority or any department or bureau thereof by reason of any asserted violation by Lessee of such laws, rules, orders, ordinances or regulations; PROVIDED, however, that nothing herein contained shall prohibit Lessee from contesting in good faith the validity of such laws, rules, orders, ordinances or regulations.

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FOURTEEN: Lessee agrees that in the performance of this Lease it will comply with and give all stipulations and representations required by applicable federal laws, and in the performance of this Lease that it will not discriminate against any employee or applicant for employment because of race, creed, color or national origin.

FIFTEEN: Except with the prior written consent of Lessor, Lessee shall not sublet any part of the premises or assign this Lease or any of its rights hereunder, or transfer, assign, mortgage or otherwise encumber any of the leased premises; PROVIDED, however, that this Paragraph FIFTEEN shall not prohibit Lessee, for its own account or under such other arrangements as it may deem desirable, without any expense to Lessor, from dispensing and selling food, soft drinks, tobacco products, confectionary and similar articles to employees of Lessee on the premises; and PROVIDED FURTHER, that Lessee shall have the right, without the prior written consent of the Lessor, to assign this Lease to an affiliated or subsidiary company of Lessee, or to assign this Lease to a successor company of the Lessee as may result from a merger or consolidation with another corporation or corporations.

SIXTEEN: Lessee warrants that it has not employed any person to solicit or secure this Lease upon any agreement for a commission, percentage, brokerage or contingent fee.

SEVENTEEN: The failure of Lessor to insist in any one or more instances upon performances of any of the terms, covenants or conditions of this Lease shall not be construed as a waiver or relinquishment of the future performance of any such term, covenant or condition, but Lessee's obligation with respect to such future performance shall continue in full force and effect.

EIGHTEEN: Subject to the provisions of Paragraph FIFTEEN hereof, this Lease shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto.



NINETEEN: No member of or delegate to Congress or resident commissioner shall be admitted to any share or part of this Lease or to any benefit that may arise therefrom, but this provision shall not be construed to apply to this Lease if made with a corporation for its general benefit.

TWENTY: Any notice or advice to or demand upon the Lessee shall be in writing and shall be deemed to have been given or made on the day when it is sent by registered mail to the Lessee, addressed to Lessee at East Alton, Illinois, or at such other address as Lessee may hereafter, from time to time, specify in writing for such purpose. Any advice or notice to or demand upon the Lessor shall be in writing and shall be deemed to have been given or made when it is sent by registered mail to Lessor, addressed to Project Manager, United States Fish and Wildlife Service, Crab Orchard National Wildlife Refuge, Carterville, Illinois, or at such other address as Lessor may hereafter, from time to time, specify in writing for such purposes.

TWENTY-ONE: It is agreed between the parties hereto that water, steam, gas and electric lines, and other utility or service installations or equipment which are part of a general distribution system and which enter upon or cross the leased premises, either under, on, or above surface, are specifically exempted from and not included as a part of the leased premises except as provided in Paragraph ELEVEN hereof. Lessee agrees that Lessor or its representatives may at any time enter upon the leased premises for the purpose of performing repairs, maintenance or replacement work on said utility installations, equipment and systems, provided that safety and operating rules and regulations of Lessee are observed.

TWENTY-TWO: Lessor hereby grants to Lessee two (2) successive options to renew the term of this Lease on the terms and conditions herein provided; each option to be to renew the Lease for an additional period of twenty-five (25) years, and each such option to be exercisable by written notice to the Lessor given no later than one (1) year prior to the expiration of the original term of this Lease, or, if such Lease is extended, prior to the expiration of the extended term, as the case may be.

At the end of the first ten (10) years of this Lease and at the end of any year thereafter (including the two twenty-five (25) year extensions thereof), Lessee shall have the option to terminate the Lease, provided Lessee gives Lessor one (1) year's written notice of such termination. After the effective date of such termination, Lessee shall have no further liability for the payment of rent except as provided in Paragraph FOUR hereof.

TWENTY-THREE: It is further agreed that the Lessee shall be granted, subject to any special restrictions imposed on the Lessor by current or future federal legislation, at any time during the term of this Lease or any extension thereof, the right of first refusal of purchase of the property and/or buildings described herein and leased hereby, should it be determined that the said property is to be disposed of by sale.

TWENTY-FOUR: It is understood and agreed by and between the parties hereto that the within instrument constitutes the full and complete record of this transaction and that no statements, representations, commitments, or agreements, whether oral or written, unless incorporated herein, or added hereto by properly executed amendment, shall be of any force and effect, nor shall in any wise operate to vary the terms hereof.

TWENTY-FIVE: As used in this Lease, the term "Director" shall mean the Director of the Fish and Wildlife Service or his duly authorized representative.

IN WITNESS WHEREOF, the parties hereto have executed this Lease as of the day and year first above written.

UNITED STATES OF AMERICA  
Acting by and through  
The Secretary of the Interior

By John L. Farley  
Director,  
Fish and Wildlife Service

OLIN MATHIESON CHEMICAL CORPORATION

By Russell R. Bunker  
Vice President

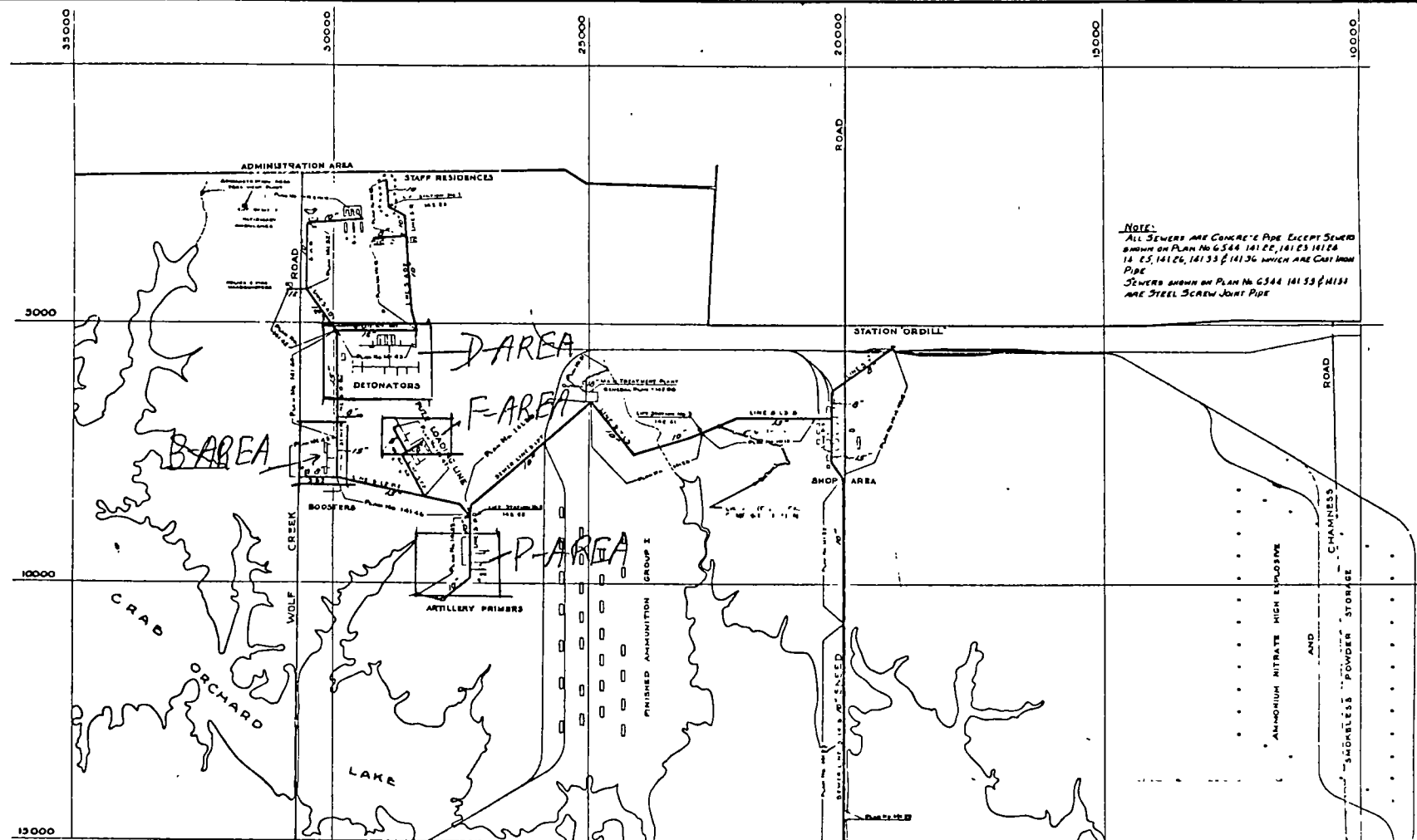
Attest:

John H. Gaudin  
Assistant Secretary

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## ATTACHMENTS

- A. Maps
- B. Product USAGE Report
- C. Bill of Lading
- D. Shipping Logs
- E. Shipping Request
- F. Annual Reports



NOTE:  
ALL SEWERS ARE CONCRETE PIPE EXCEPT SEWERS  
SHOWN ON PLAN NO. 6544 14122, 14123 14124  
14 25, 14126, 14133 & 14134 WHICH ARE CAST IRON  
PIPE  
SEWERS SHOWN ON PLAN NO. 6544 14133 & 14134  
ARE STEEL SCREW JOINT PIPE



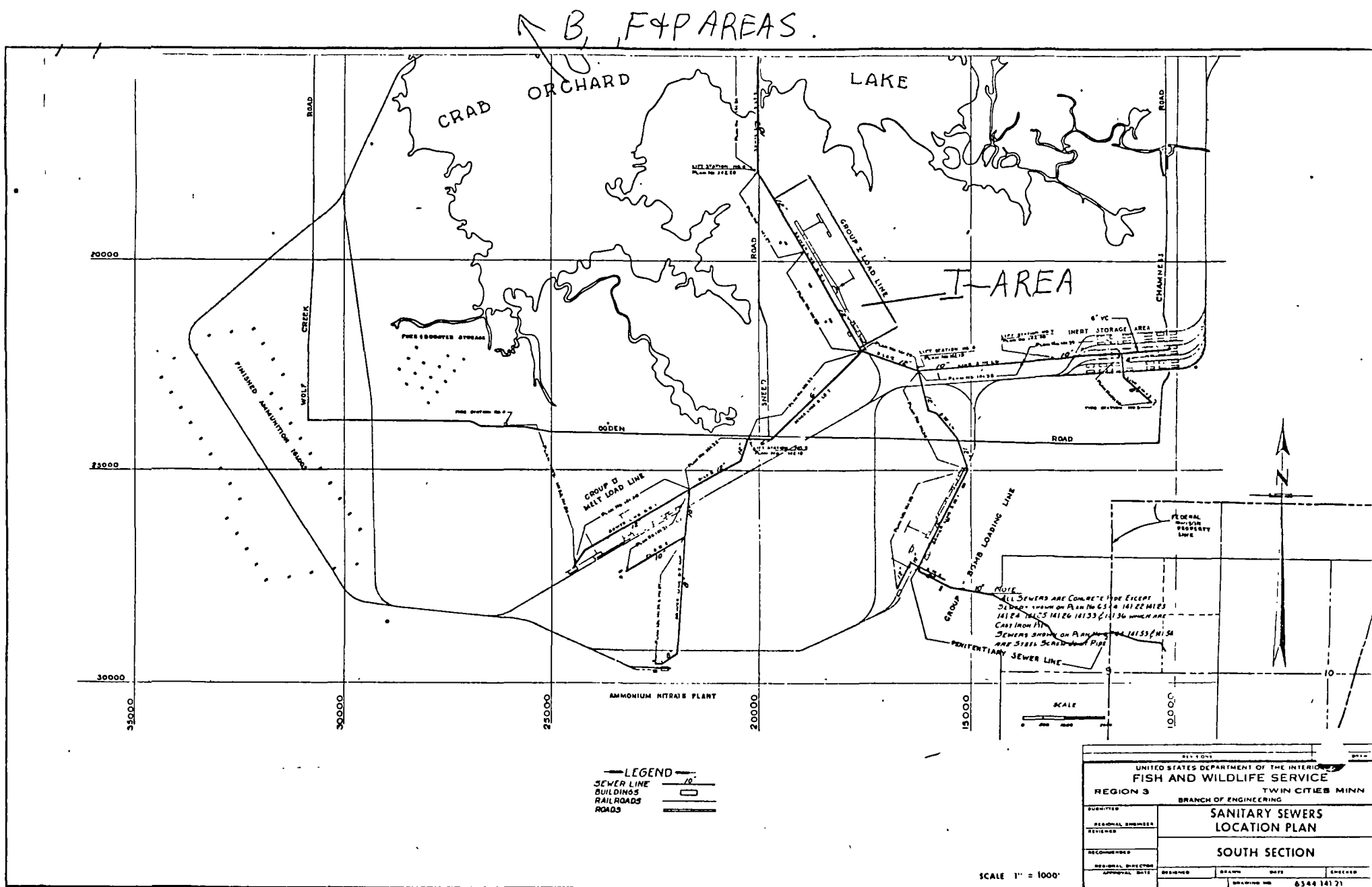
SCALE  
0 1000 2000

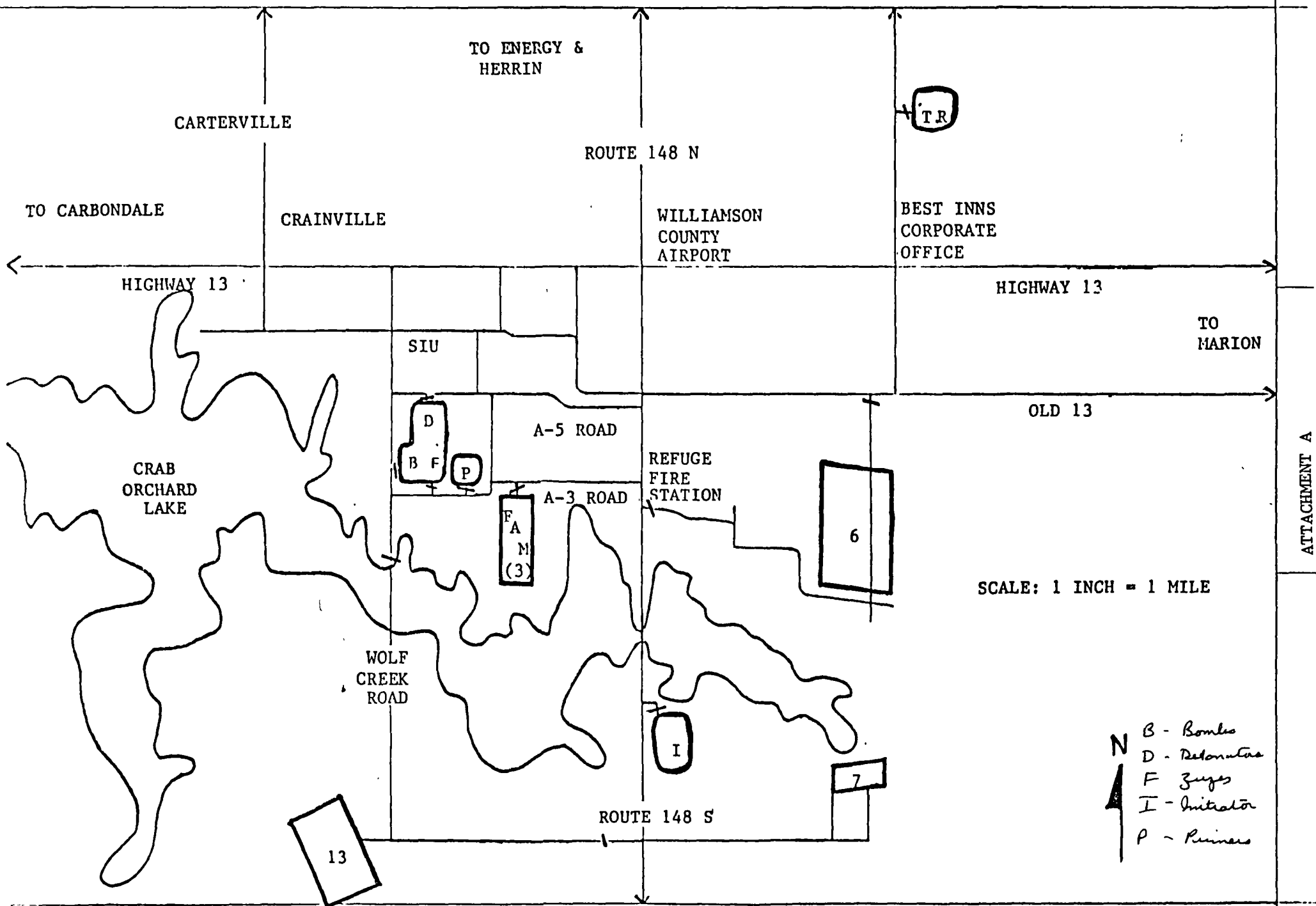
LEGEND  
SEWER LINE  
BUILDINGS  
RAILROADS  
ROADS

I-AREA

SCALE 1" = 1000'

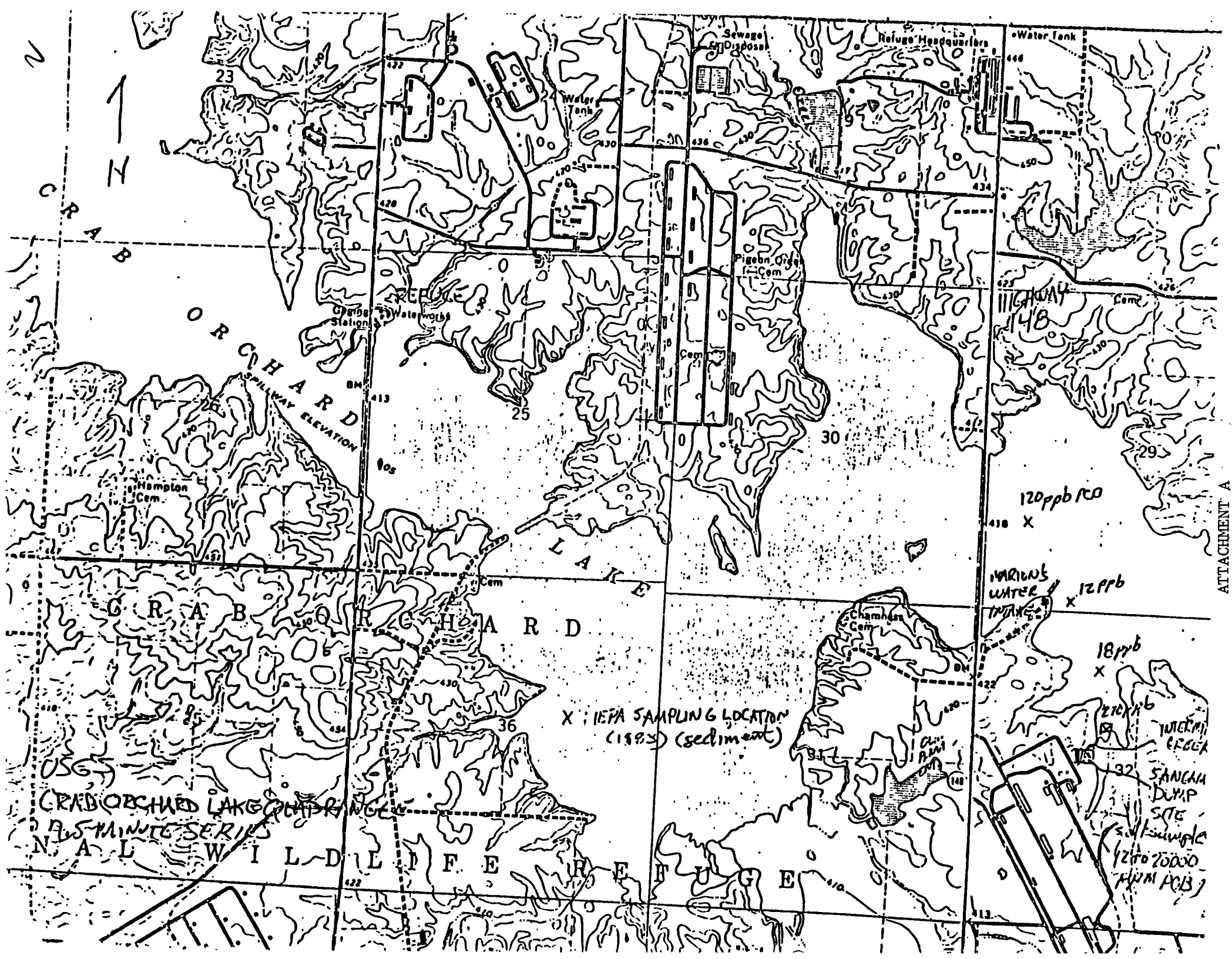
REGION 3			
UNITED STATES DEPARTMENT OF THE INTERIOR FISH AND WILDLIFE SERVICE			
TWIN CITIES MINN.			
BRANCH OF ENGINEERING			
SUBMITTED	SANITARY SEWERS LOCATION PLAN		
DESIGNED BY	NORTH SECTION		
REVIEWED			
RECOMMENDED			
REGIONAL DIRECTOR	DESIGNED	DRAWN	CHECKED
APPROVAL DATE	DATE	DATE	DATE
	DRAWING NO. 6544-14120		





**Figure 2**  
**Site Map**  
**Crab Orchard Site**  
**Williamson County, Illinois**





ATTACHMENT A

W102997-21

ORDNANCE PRODUCTS  
PRODUCTION-SUMMARY-REPORT

PRINTED 06/29/89 TIME 12.04 PAGE 5

INV. NO	UM	BEGIN INVEN	PRODUCTION	SCRAP	TEST	TRANSFERS	USAGE	SHIPMENTS	INVENTORY
9588-000-0615-3981	EA		522				255		267
9588-000-0620-3981	EA		574	52			522		
9588-000-0625-3981	EA		255				255		
9588-000-0630-3981	EA		255				255		
9588-000-0635-3981	EA		255				255		
9588-000-0640-3981	EA		255		22		233		
9588-000-0645-3981	EA		233				233		
9588-000-1000-3981	EA		233					149	84
9597-000-0405-3981	LE	7,047	57,740	1,213		10,520	15,900		58,194
9597-000-0415-3981	LB		15,900	947		9,456	13,536		10,873
9597-000-0425-3981	EA		1,692	3			1,540		149
9597-000-0435-3981	LE	300	3,000	120		326			3,506
9597-000-0445-3981	EA					3,734	3,082		654
9597-000-0455-3981	EA		1,540	3			38		1,499
9597-000-0611-3981	EA					1,548			1,548
9597-000-0621-3981	LE		270						270
9597-000-0641-3981	EA					1,183	38		1,145
9597-000-0651-3981	EA		50	1-		100	45		106
9597-000-0661-3981	EA		45			10	38		17
9597-000-0671-3981	EA					181	38		143
9597-000-0681-3981	EA		38		38				
9630-000-0605-3981	EA					771	177		594
9630-000-0610-3981	EA		177			72	192		57
9630-000-0615-3981	EA		101				77		24
9630-000-0620-3981	EA		192				101		91
9630-000-0625-3981	EA		77	2			75		

ATTACHMENT B

W102900-01

ORDNANCE PRODUCTS  
RAW MATERIAL-PLANT SUMMARY

PRINTED 08/29/69 TIME 12.05 PAGE 10

INV. NO DESCRIPTION	UM	BEG INVN	RECEIPTS	TRANSFERS	RET-VENDR	USAGE	BALANCE	VALUE
8206 PRIMER	FA	132,208				48,072	84,136	
8207 BEI-T PROJECTILE	EA	32,215					32,215	
8208 20MM DUMMI CARTRIDGE M51A2	EA	1,053	1,164	2,217-				
8209 BEI PROJECTILE	EA	162,817					162,817	
8210 FUZE	EA	18,300					18,300	
8212 API PROJECTILE	EA	19,991	10,000				29,991	
8213 20MM-POLYETHYLENE	LB	300					300	
8214 PROPELLANT	LF	41,553					41,553	
8218 TOP FILLER B P	EA	55,836					55,836	
8219 LINER B P	EA	148,559					148,559	
8220 END LINER	EA	41,233	8,866			11,547	38,554	
8221 LONG FILLER	EA	220,768				55,733	165,035	
8222 SIDE FILLER	EA	47,728				11,547	36,181	
8223 PROTECTOR	EA	19,458	15,130			5,771	28,817	
8224 SEPARATOR	EA	60,976	35,896			23,124	73,748	
8225 LINER	EA	12,239	15,300			5,771	21,768	
8226 TOP FILLER	EA	55,365				17,124	38,261	
8227 CANNISTER	EA	10,293	1,560			2,333	9,520	
8228 M-14 LINK	EA	49,831				534	49,297	
8230 PALLET	FA	128				39	89	
8231 PATTEN	EA	2,299				298	2,001	
8233 BP-T 20MM PROJECTILE-7250055	EA	11,490					11,490	
8234 BEIT PROJECTILE	EA	122,446					122,446	
8239 STRONT NITRATE	LB	3,192					3,192	
8240 OXAMIDE	LF	151					151	
8241 MAG 11	LB	1,314					1,314	

ATTACHMENT B

**STRAIGHT BILL OF LADING - SHORT FORM**  
ORIGINAL - NOT NEGOTIABLE

Shipper's No **05720**

CARRIER **UPS**

Carrier's No

RECEIVED subject to the classifications and tariffs in effect on the date of the issue of this Bill of Lading

From **OLIN CORPORATION**

At **Marion, (Ordill), IL 62959** **2/15 19 89**

The property described below in apparent good order except as noted (contents and condition of contents of packages unknown), marked, consigned and destined as indicated below, which said carrier (the word carrier being understood throughout this contract as meaning any person or corporation in possession of the property under the contract) agrees to carry to its usual place of delivery at said destination, if on its route, otherwise to deliver to another carrier on the route to said destination. It is mutually agreed as to each carrier of all or any of said property over all or any portion of said route to destination, and as to each party at any time interested in all or any of said property that every service to be performed hereunder shall be subject to all the terms and conditions of the Uniform Domestic Straight Bill of Lading set forth (1) in Consolidated and Uniform Freight Classifications in effect on the date hereof, if this is a rail or a rail-water shipment, or (2) in the applicable motor carrier classification or tariff if this is a motor carrier shipment.

Shipper hereby certifies that he is familiar with all the terms and conditions of the said bill of lading, including those on the back thereof, set forth in the classification or tariff which governs the transportation of this shipment, and the said terms and conditions are hereby agreed to by the shipper and accepted for himself and his assigns.

SHIP TO		STREET ADDRESS	
<b>Richard Greene Co.</b>		<b>235 Research Blvd.</b>	
<b>St. Louis</b>			
STATE	COUNTY	ATTENTION	
<b>MO 63132</b>			
CAR OR VEHICLE INITIALS	NO	TERMS	
CUSTOMER ORDER NO	CREDIT	INVENTORY NO	
<b>IA-58839</b>			

No. Shipping Units	HM	Kind of Packages, Description of Articles (IF HAZARDOUS MATERIALS PROPER SHIPPING NAME)	HAZARD CLASS	I.D. Number	WEIGHT (subject to correction)	RATE	LABELS REQUIRED (or exemption)
1		P & F Amplifier and Timer			2#		
ctn		WB-77/EKUT.					
		(1 each shipped)					
		Returned material was received					
		defective. Return authorized					
		by Keith in sales dept. of					
		Richard Greene.					
		Replacement requested.					

If the shipment moves between two ports by a carrier by water, the law required the bill of lading shall state whether it is carrier's or shipper's weight  
NOTE - Where the rate is dependent on value, shippers are required to state specifically in writing the agreed or declared value of the property

The agreed or declared value of the property is hereby specifically stated by the shipper to be not exceeding \_\_\_\_\_ PER \_\_\_\_\_  
This is to certify that the above named materials are properly classified, described, packaged, marked and labeled, and are in proper condition for transportation, according to the applicable regulations of the Department of Transportation  
AND/OR This is to certify that the contents of this consignment are properly described by name and are packaged, marked, and labeled and are in proper condition for carriage by air according to all applicable carrier and governmental regulations. This consignment is within the limitations prescribed for Cargo/Passenger carrying aircraft.

**FREIGHT CHARGES**

☒ PREPAID ☐ COLLECT

If charges are to be prepaid write or stamp here, To be Prepaid

**3455-0290**

Subject to Section 7 of Conditions of applicable bill of lading, if this shipment is to be delivered to the consignee without recourse on the consignor, the consignor shall sign the following statement:

The carrier shall not make delivery of this shipment without payment of freight and all other lawful charges.

**OLIN CORPORATION**

(Signature of consignor)

**PLACARDS  
REQUIRED**

**PLACARDS  
SUPPLIED**

☐ YES ☐ NO-FURNISHED BY CARRIER  
DRIVER SIGNATURE

Agent or Cashier

SHIPPER: **OLIN CORPORATION**

CARRIER: **UPS**

PER: *[Signature]*  
DATE: **2/15/89**

PER:  
DATE:

Per  
(The signature here acknowledges only the amount prepaid)

Charges advanced \$

Permanent post-office address of shipper, MARION, IL

EX 131 (REV 6-86) **D. Simpson/su**

ATTACHMENT C

FILE

# STRAIGHT BILL OF LADING - SHORT FORM

ORIGINAL - NOT NEGOTIABLE

Shipper's No **06020**

CARRIER **Yellow Freight**

RECEIVED subject to the classifications and tariffs in effect on the date of the issue of this Bill of Lading

Carrier's No

From **OLIN CORPORATION**

At **Marion, IL 62959**

**6/28 1989**

The property described below in apparent good order, except as noted (contents and condition of contents of packages unknown), marked, consigned, and delivered as indicated below, which said carrier (the carrier) and consignor (the consignor) have agreed to transport through this contract as the carrier's responsibility, and the carrier agrees to deliver it to the consignee at the place of destination, and as to each party at any time interested in all or any of said property, that every service to be performed hereunder shall be subject to all the terms, conditions, and regulations of the Uniform Freight Classification and Uniform Freight Classification in effect on the date hereof, if this is a rail or a rail water shipment, or (2) in the applicable motor carrier classification or tariff if this is a motor carrier shipment.

Shipper hereby certifies that he is familiar with all the terms and conditions of the said bill of lading, including those on the back hereof, set forth in the classification or tariff which governs the transportation of this shipment, and that he agrees to be bound by the same, and to accept for himself and his assigns.

SHIP TO: **Raytheon Company Missile Systems Div. Lowell Plant-Kelley St. Lowell, MA 01853**

CAR OR VEHICLE INITIALS: **NO** TERMS: **NO**

CUSTOMER ORDER NO: **75-MIQ1-09-Q130** CREDIT: **NO** INVENTORY NO: **NO**

No. Shipping Units	HM	Kind of Packages, Description of Articles (IF HAZARDOUS MATERIALS PROPER SHIPPING NAME)	HAZARD CLASS	I.D. Number	WEIGHT (subject to correction)	RATE	LABELS REQUIRED (or exemption)
<b>13</b>	<b>7</b>	<b>EXPLOSIVE POWER DEVICE</b>	<b>CLASS C EXPLOSIVE</b>		<b>1,260 lbs</b>		<b>EXPLOSIVE "C"</b>
<b>1548</b>		<b>1/1 639A5754 Rev. "1" Gas Generator</b>			<b>GROSS 600 lbs</b>		
<b>1548</b>		<b>1/1-6 100 4</b>			<b>Net 1. 428 lbs</b>		
		<b>Ull Lot No: 01-89F004-216 (167 Units shipped)</b>			<b>U.F.W.</b>		
		<b>Ull Lot No: 01-89F004-217 (41 Units shipped)</b>					
		<b>GOVERNMENT FQA OF LISTED ITEMS HAS BEEN PERFORMED</b>					
		<b>1/1 Infor Date 5.605A</b>					
		<b>Handle Carefully</b>					
		<b>Keep Fire Away</b>					

If the shipment moves between two ports by a carrier by water, the law required the bill of lading shall state whether it is carrier's or shipper's weight.

NOTE - Where the rate is dependent on value, shippers are required to state specifically in writing the agreed or declared value of the property.

The agreed or declared value of the property is hereby specifically stated by the shipper to be not exceeding \_\_\_\_\_ PER \_\_\_\_\_.

This is to certify that the above named materials are properly classified, described, packaged, marked and labeled, and are in proper condition for transportation according to the applicable regulations of the Department of Transportation.

AND/OR This is to certify that the contents of this consignment are properly described by name and are packaged, marked, and labeled and are in proper condition for carriage by air according to all applicable carrier and governmental regulations. This consignment is within the limitations prescribed for Cargo: Passenger carrying aircraft.

**FREIGHT CHARGES**

☐ PREPAID ☒ COLLECT

If charges are to be prepaid, while or stamp here. To be Prepaid.

**CONTRACT**

Subject to Section 7 of Conditions of applicable bill of lading, if this shipment is to be delivered to the consignee without recourse on the consignor, the consignor shall sign the following statement:

The carrier shall not make delivery of this shipment without payment of freight and all other lawful charges.

**OLIN CORPORATION**

(Signature of consignor)

Received \$ \_\_\_\_\_

to apply in prepayment of the charges on the property described herein.

**PLACARDS REQUIRED** **NO** **XXXXX DANGEROUS**

**PLACARDS SUPPLIED** ☐ YES ☐ NO-FURNISHED BY CARRIER DRIVER SIGNATURE

Agent or Cashier

SHIPPER: **OLIN CORPORATION**

PER: **6/28/89**

DATE: **6/28/89**

CARRIER: **Yellow Freight**

PER: **6/28/89**

DATE: **6/28/89**

Per (The signature here acknowledges only the amount prepaid)

Charges advanced \$ \_\_\_\_\_

Permanent post-office address of shipper, MARION, IL EX 131 (REV 6-86)

**J. T. Johnson/gf**

CBI				393-076417-0	
SINGLE SHPT	MULTI SHPT	FOUR WFT	HOOK	TRAILER NO	DESTINATION
PCS	CKR			DOOR	
PCS	STR				

ATTACHMENT 10E

1989

BIL NO	DATE BIL TYPED	Consignee	DATE Shipped	MATERIALS Shipped	CARRIER
05702	2/8	Weanacote International	Rock Island IL	LC Thread Protectors	ups
05703	2/8	OLIN CORP	St. Marks	TC Copper Crushers	fed
05704	2/9	Qualitest, Inc.	Orlando FL	7 PMA S/A 412	fed
05705	2/10	R.E. DARLING	Tucson AZ	2 BP CASE s/n 002	ups
05706	2/11	SOLTEC CORP.	SAN FERNANDO CA	2 MN floppy disk	ups
05707	2/12	Lewle H-Pack and	Memphisville OR	2 BB X-RAY Equipment	ups
05708	2/13	3D Technical Services	Franklin OH	2 DIC returning model	ups
05709	2/13	OLIN CORP	St. Marks	2 30mm GAU 8/A PCAS 2 20mm TP CARTR 2 30mm GAU 8/A PCAS 2 30mm AAH TP CARTR	ups
05710	2/13	Educational Resources	Columbia SC	2 CH VHS TAPE	ups
05711	2/13	OLIN CORP	St. Petersburg FL	2 TM Hercules Proposal	fed
05712	2/13	OLIN CORP	E.A. IL	2 TM Hercules	fed
05713	2/14	OLIN CORP	E.A. IL	2 ML Powder	ups
05714	2/13	OLIN CORP	E.A. IL	2 TM Hercules prop	fed
05715	2/13	OLIN CORP	St. Petersburg FL	2 TM	ups
05716	2/14	Richard Green	St Louis MO	2 JC TRAC change	ups
05717	2/14	John fluke mfg. Co., Inc	Palatine IL	2 LT Cannon Corp 4 Ore Assy	ups
05718	2/14	MR. J.S. Hazelbach	LaVerne CA	2 TM 30mm AAH TP CARTR	ups
05719	2/14	BATTELLE Northwest Lab	Richland WA	2 TG Sample #8	fed
05720	2/15	Richard Greene	St Louis MO	2 DS 144 Amplifier	ups
05721	2/15	fehlig Bros	St Louis MO	2 JC BATTEN Assy	ups
05722	2/15	VideoSet Systems	Elk Grove Village IL	2 DF 26 stacks	ups
05723	2/16	NM I of M Tech - TERA	Secundo NM	2 KG metal detector	ups
05724	2/16	OLIN	E.A.	2 GB 25mm TP CARTR	ups
05725	2/16	OLIN	St. Marks	2 KG 30mm TP PROTECTORS	fed
05726	2/16	Vakutec Wells	Costa Mesa CA	2 KG 25m Retaining Bands	fed
05727	2/16	OLIN	E.A. IL	2 DM Profile Rings	ups
05728	2/17	AeroJet	Jonesborough TX	2 DS Empty Packages	ups
05729	2/18	OLIN	E.A.	2 h/o PBU-27/B TP CARTR	ups
05730	2/20	Raytheon Co	Lowell MA	2 20 116-6-MID 4	ups
05731	2/17	Lincoln Gage	WARREN MI	2 BB Ring Gage	ups
05732	2/20	ARDL	Mt. Vernon	2 EL Samples	ups
05733	2/20	Savage Analytical Labs	St. Louis MO	2 20 EL Samples	ups

05997	6/31	Kilgore Corp.	Tooele, TN.	DS m548 Ammunition Can	UPS
05998	6/22	Valentic Salin	Salin, OH	JK Projectiles	Next Day Central Transport
05999	6/22	Kuehn + Nagel	Salt Lake City, UT	DS/ES Small Arms	Yellow
06000	6/22	Hamilton Tech, Inc.	Lancaster, PA	IG Aluminum Sheets	UPS
06001	6/23	Nuclear Metals Inc	Concord, MA	SD, Steel Containers	Tru Seal
06002	6/23	Olin	E. RITEN, IL	RB. Propellant	Olin Truck
06003	6/23	Specialty Mfg Co	Marion, IL	BP Insulated Cases	Olin Truck
06004	6/23	Cunningham/Riviera	St. Louis Mo	DS Inert Phosphors	UPS Fed p/ Express
06005	6/23	Olin Corp.	St. Marks FL	IG Copper Cylinders	UPS
06006	6/23	Hy-Tech Return Goods	Jefferson City Mo.	CH Safety Shoes	UPS
06007	6/26	Educational Resources Inc.	Columbia, SC	UH5 Tape (ret.)	UPS
06009	6/26	Daisy Mfg Co	Rogers, AR.	DS Cartridges	UPS Fed x
06008	6/26	Olin Rocket Research	Redmond, WA	DA Data Reports	PI AIRROCK
06010	6/26	MTS 14000 Tech. Dr.	Eden, MN	WS EXT CONNECTOR	Next Day Fed
06011	6/26	Cmdr Amcom SMCAR-CH	Dover, NJ	IG 30mm Fired Cases	X Fed
06012	6/26	Ferrulmatic Inc.	Totowa, N.J.	PS Heater + Thermocouple	X/P-1
06013	6/28	Olin Corp	East Alton, IL	RB Propellant Solid	Olin Truck
06014	6/28	Olin Corp	East Alton, IL	RB Smokeless Powder	" "
06015	6/29	Hitec Materials Div.	Santa Ana, CA	TG Video Cassette	UPS Day Yellow
06016	6/29	Almac Shipping Co.	Gardenia CA.	RB Cartridges	Freight UPS
06017	6/29	Coors Ceramics Co.	Golden, CO	RV Ceramic Fragments	Next Day
06018	6/29	The Merritt Co.	Santa Monica, CA	RR Manuals (2 Ctns)	UPS
06019	6/29	Cunningham	St. Louis	MA Cartridges	UPS
06020	6/28	Raytheon Co.	Lowell, MA	JVJ Gas Generators	3rd x
06021	6/29	Hamilton Tech	Lancaster, PA	JK Detonating Fuse	PI
06022	6/26	Naval Weapons Center Commander Code 3267	China Lake, CA	FB Computer Tape	Fed. X.
06023	6/28	Hercules Aerospace	Magna, UTAH	LC Gas Generators	Fed X
06024	6/30	Industrial Heat Treating & Metallurgical Co., Inc.	Indianapolis, IN	RG TPA Case Assemblies	UPS
06025	6/29	M. I. Spec Fasteners Corp	Hampstead MA	BB MS 35276-292	UPS COB
06026	6/29	Global Equipment Co.	Hampstead, NY	BB Rigid Wheels	UPS COB
06027	6/30	Sherry Laboratories	Muncie IN	LC wet Samples	UPS
06028	6/30	Franklin/Williamson Workshop	West Frankfort IL	JK Links for Band	Olin Truck
06029	6/29	ASM International Library	Newbury, OH	MR Files	

2<sup>nd</sup>

- SHIPPING REQUEST -

ROUTED TO: <u>Sally Maynard (Sgm)</u>		DATE <u>2-14-89</u>
SHIP TO: <u>Richard Greene Co.</u> <u>235 Research Blvd</u> <u>St. Louis, Mo. 63132</u>		SHIPPING DATE: <u>2-15-89</u> P. O. NUMBER OR <u>CARRIER NO.</u> <u>LA 58839</u> ROUTING (IF KNOWN): <u>UPS</u> BILL OF LADING NO. _____ PREPAID <input checked="" type="checkbox"/>
ATTN: _____		
QUANTITY	U/M	DESCRIPTION OF ARTICLES, IDENTIFICATION NUMBER PART NUMBER AND S/N(S) REASON FOR RETURNING IF APPLICABLE
<u>1</u>	<u>ea</u>	<u>P47 Amplifier and</u> <u>timer WE 77/EXUT</u>  <u>Returned material was received</u> <u>defective. Return authorized</u> <u>by Keith in sales Dept. of R.L.</u>  <u>Replacement requested</u>
<u>ADDITIONAL REQUIREMENTS/COMMENTS/SPECIAL HANDLING INSTRUCTIONS</u>  <u>Needs shipping label</u>		
<u>PACKAGING INSTRUCTIONS</u> <u>ICC/DOT Classification</u> <u>Label(s) Required</u> <u>Address</u> <u>Additional Marking on Containers</u> <u>DOT-Exemptions</u>		<u>WEIGHT</u> <u>Net per Container</u> <u>Gross per Container</u> <u>Total Net</u> <u>2 lbs +/-</u> <u>No. of Containers</u> <u>1</u> <u>Type of Container</u> <u>11 Box</u> <u>Cardboard box</u> <u>Net Explosive per container</u> <u>0</u> <u>Net Explosive per container</u> _____ <u>Cubic Feet Container</u> _____ <u>Dunnage (For all types of cargo)</u> <u>shipment is not</u> _____
IF SHIPMENT IS PREPAID ACCOUNTING CHARGE NO. FOR FREIGHT <u>3455-0290</u>		RETURNED MATERIAL CREDIT ACCOUNT
REQUESTED BY: <u>D. Simpson</u>		



6/27/89 7:58 AM @ yellow  
will pickup today after 2:00 PM  
Total

S. MAYNARD/R. GRISHAM/L. EUBANKS/B. PLUMLEE/  
K. CAMPBELL/R. HARPOOL

DATE:

6/27/89

SHIPPING DATE:

6/28/89

P. O. NUMBER OR CONTRACT NO.

75-M101-Q9-0130

ROUTING (IF KNOWN)

TRUCK YELLOW

BILL OF LADING NO.

06020

PREPAID

COLLECT

X

QUANTITY

U/M

DESCRIPTION OF ARTICLES IDENTIFICATION NUMBER  
PART NUMBERS AND/OR SERIAL NUMBERS  
REASON FOR RETURNING TO VENDORS

228

EA

P/N 639AS754 Rev. "L" GAS GENERATORS  
MK-6 MOD 4

OLIN LOT NO.:

167 EA. LOT OL-89F004-216  
61 EA. LOT OL-89F004-217

GOVERNMENT PQA REQUIRED ON B/L

ADDITIONAL REQUIREMENTS/COMMENTS/SPECIAL HANDLING INSTRUCTIONS

PACKAGING INSTRUCTIONS

ICC/DOT CLASSIFICATION

LABEL(S) REQUIRED

ADDITIONAL MARKING ON CONTAINERS

DOT-EXEMPTIONS

EXPLOSIVE POWER  
DEVICE, CLASS C

CLASS C

HANDLE CAREFULLY  
KEEP FIRE AWAY

WEIGHT

2 SKIDS

NET PER CONTAINER

GROSS PER CONTAINER

TOTAL NET 800

TOTAL GROSS 1260

NO. OF CONTAINERS 13 CANS

TYPE OF CONTAINERS (DOT SPEC) M-548 EA

NET EXPLOSIVE PER UNIT 1#

NET EXPLOSIVE PER CONTAINER

CUBIC FEET/CONTAINER (GBL ONLY)

DUNNAGE (FOR GBL ONLY IF GROSS

SHIPMENT IS OVER 10,000 LBS)

RETURNED MATERIALS

CREDIT ACCT.

IF SHIPMENT IS PREPAID

ACCT. CHG. NO. FOR FREIGHT

REQUESTED BY:

*[Signature]*

SUPERVISOR APPROVAL

Q.A.

PROGRAM MGR.

OTHE

<b>SPECIAL INSTRUCTIONS FOR MOTOR VEHICLE DRIVERS</b>		DATE <b>6/28/89</b>	
TO: <b>YELLOW</b> (Carrier's Name and Trailer Number) <b>YELLOW FREIGHT</b>		FROM: (Installation Issuing Instructions) <b>OLIN CORP., ORDILL AREA, MARION, IL</b>	
BILL OF LADING NUMBER <b>06020</b>	THIS TRUCK IS LOADED WITH (Commodity description) <b>EXPLOSIVE POWER DEVICE, CLASS "C" EXPLOSIVE</b>		
TYPE PLACARDS REQUIRED <b>NONE</b>			
<b>IN CASE OF FIRE</b>		<b>IN CASE OF ACCIDENT</b>	
<p>1. If any part of the vehicle outside of actual contents catches fire, take vehicle to a clear or uninhabited area, if practicable, and/or attempt to put fire out immediately with hand extinguishers or other available means. If practicable, ask someone to notify the fire department. Call to the attention of fire or police personnel at the scene of the fire the information on this form.</p> <p>2. Fires may be fought until the flames reach the cargo, at which time firemen and other personnel should be withdrawn to a safe distance, as noted in 5 and 6 below.</p> <p>3. If in convoy, other trucks proceed to safe distance.</p> <p>4. Water may be used on this cargo <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No (See Other Specific Precautions or Instructions below)</p> <p>5. Firemen should not approach closer than <u>1500</u> feet* from the fire when the fire has reached the cargo. (See Other Specific Precautions or Instructions below) <u>1500</u></p> <p>6. Public should not approach closer than <u>1500</u> feet* from fire.</p> <p>7. As soon as practical, notify the nearest military installation.</p>		<p>1. Set brake and block vehicle to prevent movement.</p> <p>2. Post flags by day, and red electric lanterns or reflectors by night, warning traffic approaching from each direction.</p> <p>3. Call for ambulance, if necessary.</p> <p>4. Notify nearest police.</p> <p>5. Notify nearest military installation if cargo is damaged.</p>	
		<b>ADDITIONAL NOTIFICATION REQUIRED (By phone or wire as soon as possible)</b>  <b>SHIPPING</b> <b>(618)985-8211 EXT 222</b>	
		<b>IN CASE OF BREAKDOWN</b>	
		<p>1. Do not attempt to tow loaded vehicle.</p> <p>2. Post flags by day and red electric lanterns by night, warning traffic from each direction.</p>	
<b>GENERAL PRECAUTIONS</b>			
<p>1. While operating over public roads, keep at least 300 feet from trucks loaded with explosives or other dangerous articles; a greater minimum distance must be maintained if required by state or municipal regulations.</p> <p>2. Protect the public from the hazards of the cargo.</p> <p>3. Do not allow smoking or use of matches or lighters in or near the vehicle.</p> <p>4. Obey all state and local traffic regulations.</p> <p>5. Do not exceed posted speed limits.</p>		<p>6. Stop at all railroad crossings.</p> <p>7. Use designated routes. Whenever possible, avoid congested residential or business areas.</p> <p>8. Do not permit unauthorized persons to ride on vehicles.</p> <p>9. At other than carrier rest stops or interchange points, select safe parking space at stopping locations designated by the carrier. Vehicles carrying explosives should not group together at these stopping locations.</p>	
<b>OTHER SPECIFIC PRECAUTIONS OR INSTRUCTIONS</b>			
<p><b>RELATIVELY NO HAZARD.</b></p>			
These instructions must be transferred to each subsequent driver for turn-in at final destination. If more than 3 drivers are involved, the additional signatures should be made on an extra sheet and attached hereto.		SIGNATURE OF SHIPPER REPRESENTATIVE <i>Gay Bruce</i>	SIGNATURE OF FIRST DRIVER <i>E. W. [Signature]</i>
		SIGNATURE OF SECOND DRIVER	SIGNATURE OF THIRD DRIVER

\* The distances shown are minimum; greater distances should be used whenever possible.

DD FORM 836  
1 MAY 71

REPLACES EDITION OF 1 JUN 66, WHICH MAY BE USED.



EAST ALTON, IL 62024-1174

CAROL L. ROSLUND

Associate Counsel  
Phone: 618-258-3449  
Fax: 618-258-3084

September 15, 1989

Ms. Jean W. Sutton  
Office of the Solicitor  
U.S. Department of the Interior  
686 Federal Building, Fort Snelling  
Twin Cities, MN 55111

Reference: Request for Information Pursuant to Section  
104(e) of CERCLA, Regarding the Crab Orchard  
National Wildlife Refuge Site, Williamson  
County, Illinois dated May 31, 1989.

Dear Ms. Sutton:

Following shipment of Olin's response, one of our technicians noted an error on page 10. Attached is a corrected copy of Page 10. Please replace Page 10 in Olin's submission with this page and destroy the original.

Thank you for your assistance.

Sincerely,

Carol L. Roslund

am9/536  
Attachment



EAST ALTON, IL 62024-1174

GEORGE H. PAIN

Senior Counsel  
Phone: 618-258-3411  
Fax: 618-258-3084

**CERTIFIED MAIL  
RETURN RECEIPT REQUESTED**

June 23, 1989

**RECEIVED**  
FIELD SOLICITOR  
TWIN CITIES

*MA* JUN 26 1989

Ms. Jean W. Sutton  
Office of the Solicitor  
U.S. Department of the Interior  
686 Federal Building  
Fort Snelling  
Twin Cities, Minnesota 55111

**RE: REQUEST FOR INFORMATION PURSUANT TO SECTION 104(e) of  
CERCLA REGARDING THE CRAB ORCHARD NATIONAL WILDLIFE  
REFUGE SITE, WILLIAMSON COUNTY, ILLINOIS**

Dear Ms. Sutton:

This letter acknowledges receipt of your letter dated May 31, 1989 and requests additional time in which to respond.

After preliminary review of your request and identification of potentially responsive materials, we do not believe that we can respond fully to your Information Request within the requested 30 day time period. Accordingly, we hereby request an additional 60 days to search our records and respond to your Information Request.

We trust that you appreciate that we must expend significant time and effort in responding to your broad information request and anticipate that you will grant our reasonable request for an extension of the time in which to respond.

Please sign and return the enclosed copy of this letter to confirm the extension. For the purposes of identifying and memorializing a response deadline, the 60 day extension of the time period would then expire on September 1, 1989.

Thank you.

Very truly yours,

George H. Pain

Acknowledged & Confirmed:

U.S. Department of the Interior

By: \_\_\_\_\_  
Jean W. Sutton

cc: W. Jackson Coleman, Esq.  
Senior Attorney for Environmental Protection  
United States Department of the Interior  
Office of the Solicitor  
Washington, DC 20240



EAST ALTON, IL 62024-1174

GEORGE H. PAIN

Senior Counsel  
Phone: 618-258-3411  
Fax: 618-258-3084

CERTIFIED MAIL  
RETURN RECEIPT REQUESTED

June 23, 1989

**RECEIVED**  
FIELD SOLICITOR  
TWIN CITIES

Ms. Jean W. Sutton  
Office of the Solicitor  
U.S. Department of the Interior  
686 Federal Building  
Fort Snelling  
Twin Cities, Minnesota 55111

*MP* JUN 26 1989

RE: REQUEST FOR INFORMATION PURSUANT TO SECTION 104(e) of  
CERCLA REGARDING THE CRAB ORCHARD NATIONAL WILDLIFE  
REFUGE SITE, WILLIAMSON COUNTY, ILLINOIS

Dear Ms. Sutton:

This letter acknowledges receipt of your letter dated May 31, 1989 and requests additional time in which to respond.

After preliminary review of your request and identification of potentially responsive materials, we do not believe that we can respond fully to your Information Request within the requested 30 day time period. Accordingly, we hereby request an additional 60 days to search our records and respond to your Information Request.

We trust that you appreciate that we must expend significant time and effort in responding to your broad information request and anticipate that you will grant our reasonable request for an extension of the time in which to respond.

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Thank you.

Very truly yours,

  
George H. Pain

Acknowledged & Confirmed:

U.S. Department of the Interior

By: \_\_\_\_\_  
Jean W. Sutton

O L I N C O R P O R A T I O N

cc: W. Jackson Coleman, Esq.  
Senior Attorney for Environmental Protection  
United States Department of the Interior  
Office of the Solicitor  
Washington, DC 20240



# United States Department of the Interior

OFFICE OF THE SOLICITOR  
WASHINGTON, D.C. 20240

**RECEIVED**  
FIELD SOLICITOR  
TWIN CITIES

JUL 3 1983 *MS*  
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Mr. George H. Payne  
Senior Counsel  
Olin Corporation  
East Alton, IL 62024-1174

Re: Crab Orchard - Olin Corporation

Dear Mr. Payne:

Pusuant to your request dated June 23, 1989, the deadline for response by Olin Corporation to our Information Request has been extended until September 1, 1989.

Sincerely,

W. Jackson Coleman  
Senior Attorney for  
Environmental Protection

cc: Jean Sutton





EAST ALTON, IL 62024-1174

RECEIVED  
FIELD OFFICE  
7/27/89

CAROL L. ROSLUND

Associate Counsel  
Phone: 618-258-3449  
Fax: 618-258-3084

August 8, 1989

AUG 11 1989  
MM AS  
95  
FBI

W. Jackson Coleman  
Senior Attorney for Environmental Protection  
U.S. Department of the Interior  
Office of the Solicitor  
Washington, DC 20240

RE: Request for Information Pursuant to Section 104(e) of  
CERCLA Regarding the Crab Orchard National Wildlife Refuge  
Site, Williamson County, Illinois.

Dear Mr. Coleman:

This letter will confirm our telephone conversation of August 8, 1989 regarding the Request.

1) Please amend your mailing list for Olin Mathieson Chemical Corporation and send all communications to:

Olin Corporation  
Legal Department  
427 North Shamrock  
East Alton, Illinois 62024

Attention: C. L. Roslund

Telephone: (618) 258-3449  
Fax: (618) 258-2732

2) Olin requested and you agreed to extend the deadline for response by Olin Corporation to your Information Request to Friday, September 15, 1989.

3) As we discussed, Olin will identify in its response to request number 9 the names of other parties referenced in its business documents as conducting business on the site.

W. Jackson Coleman  
Page 2  
August 8, 1988

Thank you for your response to our request.

FOR OLIN CORPORATION

Sincerely,

*Carol L. Roslund*

Carol L. Roslund

cc: Jean W. Sutton

am9/434



EAST ALTON, IL 62024-1174

*Fried  
Sol*

LAW DEPARTMENT  
FACSIMILE TRANSMISSION

**RECEIVED**  
FIELD SOLICITOR  
TWIN CITY

SEP 18 1989

PAGES TO FOLLOW:

2

File

TO: Ms. Jean Sutton

(612) 725-3508

MESSAGE:

FROM: Carol L. Roslund

OLIN CORPORATION  
LEGAL DEPARTMENT  
EAST ALTON, IL

DATE: September 15, 1989

TIME:

OLIN CORPORATION  
FACSIMILE NUMBER: (618) 258-2732



EAST ALTON, IL 62024-1174

CAROL L. ROSLUND

Associate Counsel  
Phone: 618-258-3449  
Fax: 618-258-8084

September 15, 1989

Ms. Jean W. Sutton  
Office of the Solicitor  
U.S. Department of the Interior  
686 Federal Building, Fort Snelling  
Twin Cities, MN 55111

Reference: Request for Information Pursuant to Section  
104(e) of CERCLA, Regarding the Crab Orchard  
National Wildlife Refuge Site, Williamson  
County, Illinois dated May 31, 1989.

Dear Ms. Sutton:

Following shipment of Olin's response, one of our technicians noted an error on page 10. Attached is a corrected copy of Page 10. Please replace Page 10 in Olin's submission with this page and destroy the original.

Thank you for your assistance.

Sincerely,

A handwritten signature in cursive script that reads "Carol L. Roslund".

Carol L. Roslund

am9/536  
Attachment

Page 10

9/15/89

Corrected

**2. Department of Transportation (DOT) File List**

This list is a compilation of explosives and information concerning their explosive classification.

**3. Hazard Communication List**

This list is Marion's hazard communication list sorted by trade name.

**4. Waste Explosive List**

This list names explosives which may be generated as waste.

**5. Example of Chemical Master Listing, Trade Name Sequence****6. Source Material License, U.S. Atomic Energy Commission****7. IDNS Material License Number IL-01209-01****8. IEPA, TSDR Facility Annual Hazardous Waste Report for 1988, 1987, 1984, 1982.****9. IEPA Generator Annual Hazardous Waste Report for 1988, 1987, 1986, 1985, 1984, 1983, 1982.****10. RCRA Permit Application Part A (relevant sections)**

See also Documents No. 000448 to 003168.

**11. Q. Describe all of the methods you used on the Refuge to dispose of materials, including but not limited to hazardous substances.**

- 11. A.**
1. Open burn at sites designated by Department of Interior.
  2. Burial at sites designated by Department of Interior.
  3. Discharged as waste water in sewer.
  4. Transport to sites on Refuge as directed by Department of Interior.
  5. Transport for off site disposition at landfills or to recycle or incinerate.
  6. Dry Bag Incineration System (1960's)

See also Documents No. 003169 to 003283 and information in documents submitted in response to Request No. 10.

**12. Q. Identify each site or area on the Refuge to which materials may have been taken from your location(s) on or off the Refuge. With respect to each such site or area, provide the following:**

AMENDMENT OF LEASE

This Amendment of Lease, made and entered into as of the 1st day of March, 1956, by and between the UNITED STATES OF AMERICA, acting by the Secretary of the Interior, through the Director of the Fish and Wildlife Service, under and pursuant to the authority contained in Public Law 361 - 80th Congress, hereinafter referred to as the "Lessor"; and OLIN MATHIESON CHEMICAL CORPORATION, a corporation organized and existing under the laws of the Commonwealth of Virginia and having an office and place of business at New York, New York, hereinafter referred to as the "Lessee";

WITNESSETH:

WHEREAS, by a certain Lease made and entered into the 1st day of January, 1956, between the Lessor and the Lessee, the Lessor leased unto the Lessee certain real estate and premises situated in the County of Williamson and State of Illinois described in said Lease, a photostatic copy of which is marked Appendix A and attached hereto and made a part hereof; and

WHEREAS, at the time of the execution of said Lease it was the understanding of the parties that the land leased thereby, and identified on the plat attached thereto and marked "Exhibit A", consisted of approximately 890 acres; and

WHEREAS, surveys have now been made of the leased land and it has been determined that the leased land consists of 961.32 acres, rather than 890 acres, and the parties have agreed to adjust the rental specified in the Lease accordingly; and

WHEREAS, one of the buildings covered by said Lease was incorrectly designated on page 2 of said Lease;

000021

NOW THEREFORE, in consideration of the foregoing and of the mutual covenants herein contained, the parties hereto do hereby mutually agree as follows:

1. The leased land, which was identified in the middle of page 1 of said Lease as that land which was shaded in red on the plat attached thereto and marked "Exhibit A", is more particularly described by metes and bounds as Sites "A" and "B" in the legal description marked Appendix B-1 attached hereto and made a part hereof and identified as Sites "A" and "B" on the plat marked Appendix B-2 attached hereto and made a part hereof.

2. The storage area, which was referred to in paragraph FOUR of said Lease in the 8th and 9th lines from the bottom on page 9 as the area shaded in blue on the plat attached thereto and marked "Exhibit A", is more particularly described by metes and bounds as Site "C" in the legal description marked Appendix B-1 attached hereto and made a part hereof and identified as Site "C" on the plat marked Appendix B-2 attached hereto and made a part hereof.

3. The figure "890" appearing in the 3rd line from the bottom of page 1 of said Lease is hereby deleted and the figure "961.32" is hereby substituted therefor.

4. The figure "\$2,280.00" appearing in the last line on page 1 of said Lease is hereby deleted and the figure "\$2,422.64" is hereby substituted therefor.

5. The buildings designation "FAI-1 8-9-10-11-12-14" appearing at the middle of page 2 of said Lease is hereby deleted and the buildings designation "FAI-1 8-9-11-12-13-14" is hereby substituted therefor.

6. Except as specifically amended herein, all the terms and conditions of said Lease dated as of the 1st day of January, 1956, shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this  
Amendment of Lease as of the day and year first above written.

(SEAL)

UNITED STATES OF AMERICA  
Acting by and through  
The Secretary of the Interior

Witnesses:

Johanna H. Corsack  
Edith M. Knight By Archie J. Suomela  
Acting Director, Fish and Wildlife Service

(SEAL)

OLIN MATHIESON CHEMICAL CORPORATION

Witnesses:

Billie Lee Pollard  
s/ Billie Lee Pollard  
Maynard H. Motz  
s/ Maynard H. Motz

By Remond B. Bont  
Vice President  
Attest John H. Cantors  
Assistant Secretary

DISTRICT OF COLUMBIA: ss.

I, Guy W. Lane, a Notary Public in and for the  
District of Columbia, do hereby certify that Archie J. Suomela  
personally known to me to be the Director, Fish and Wildlife Service, and  
personally known to me to be the same person whose name is subscribed to  
the foregoing instrument, appeared before me this day in person and ac-  
knowledgeed that as such Director, Fish and Wildlife Service, he, being  
therapunto duly authorized, signed and delivered the said instrument as  
Director, Fish and Wildlife Service, for and on behalf of the United  
States of America, acting by and through the Secretary of the Interior,  
and caused the seal of said Fish and Wildlife Service to be affixed  
thereto, pursuant to the powers and authority contained in Public Law  
361, 80th Congress, approved August 5, 1947 (61 Stat. 770), as his free  
and voluntary act and as the free and voluntary act of the Secretary of  
the Interior and the United States of America, for the uses and purposes  
therein set forth.

Given under my hand and notarial seal this 8th day of  
June, A.D. 1956.

Guy W. Lane  
Notary Public

My commission expires Aug. 31, 1956.



STATE OF ILLINOIS )  
COUNTY OF MADISON ) ss.

I, Mary E. McManus, a Notary Public in and for the State of Illinois, County of Madison, do hereby certify that Edward E. Carter, personally known to me to be the Vice President of Olin Mathieson Chemical Corporation, and John H. Carothers, personally known to me to be the Assistant Secretary of said corporation, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such Vice President and Assistant Secretary, they signed and delivered the said instrument as Vice President and Assistant Secretary of said corporation and caused the corporate seal of said corporation to be affixed thereto, pursuant to authority given by the Board of Directors of said corporation, as their free and voluntary act and as the free and voluntary act of said corporation, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 25th day of May, A.D. 1956.

Mary E. McManus  
Notary Public

My commission expires Dec. 24, 1959.

Olin Mathieson Chemical Corporation

The following-described two (2) tracts of land are located in Illinois, Williamson County, in T. 10 S., R. 1 E., Sections 1, 2, 11, and 12 and T. 10 S., R. 2 E., Sections 6 and 7.

All bearings in these descriptions are turned from the True Meridian.

Tract "A"

Beginning at Corner 1 approximately 46 feet north of the centerline of a paved road, said corner bearing  $N.83^{\circ}03'W.$ , 478.5 feet from the  $\frac{1}{4}$  corner to Sections 5 and 6, of Township Ten (10) South, Range Two (2) East, Third Principal Meridian, and from which corner a  $1\frac{1}{2}$ " iron pipe witness bears  $S.88^{\circ}36'E.$ , 232.45 feet; thence  $N.88^{\circ}36'W.$ , 1473.78 feet to Corner 2, on the north side of a paved road; thence  $S.0^{\circ}34'W.$ , 833.58 feet to Corner 3, on the west side of a paved road; thence  $S.64^{\circ}50'W.$ , 4,872.78 feet to Corner 4, approximately 174 feet Southwest of a gravel road; thence  $S.0^{\circ}58'W.$ , 2,247.30 feet, in part by an old hedgerow, to Corner 5; thence  $S.70^{\circ}56'E.$ , 4,150.08 feet to Corner 6, an iron fence post in corner of wire fences northwest and east; thence with a wire fence,  $S.89^{\circ}58'E.$ , 425.70 feet to Corner 7, an iron fence post at corner of fences west and northeast; thence  $N.54^{\circ}24'E.$ , 2,429.46 feet to Corner 8, on the westerly right-of-way line of the proposed north-south highway, from which a  $1\frac{1}{2}$ " IP witness bears  $N.54^{\circ}24'E.$ , 41.78 feet; thence northerly with said westerly right-of-way 100 feet from and normal to the center line thereof,  $N.0^{\circ}04'E.$ , 535.92 feet to Corner 9;  $N.0^{\circ}04'W.$ , 96.76 feet;

Appendix B-1  
Sites "A", "B" and "C"

000025

N.0°20'W., 99.46 feet; N.0°36'W., 99.46 feet; N.0°52'W., 99.46 feet;  
N.1°08'W., 99.46 feet; N.1°24'W., 99.46 feet; N.1°40'W., 99.46 feet;  
N.1°56'W., 99.46 feet; N.2°12'W., 99.46 feet; N.2°28'W., 99.53 feet;  
N.2°41'W., 65.01 feet to Corner 10; thence N. 2°46' W., 3,357.75 feet  
to Corner 11; thence leaving said right-of-way line, S. 87°14'W.,  
200.00 feet to Corner 12; thence N.2°46'W., 125.73 feet to the Place  
of Beginning; containing 650.48 acres, be the same more or less.

Tract "B"

Beginning at Corner 1, an iron fence post at corner of  
fences north and southeast, 30.7 feet south of center line of east-  
west road, which corner bears N.51°58'W., 5,141.4 feet from Corner 4  
of Tract "A"; thence with 8 lines along a woven wire fence, S.28°07'E.,  
1,575.42 feet to Corner 2; S.2°46'E., 2,502.72 feet to Corner 3;  
S.33°21'E., 456.72 feet to Corner 4; S.71°13'E., 271.92 feet to  
Corner 5; S.5°02'W., 37.62 feet to Corner 6; S.57°06'W., 713.46 feet  
to Corner 7; N.78°06'W., 2,649.24 feet to Corner 8; N.32°35'W.,  
3,221.46 feet to Corner 9, now marked by a 1" x 2" stake in the fence  
line; thence with a line projected from the northeast 33 feet south of and  
parallel to the road to the northeast, N.79°25'E., 1083.72 feet to a  
point 33' Southeast of said center line and marked by an iron pipe;  
thence with two lines 33 feet South of and parallel to said center  
line, N.61°29'E., 284.46 feet to an iron pipe; N.57°38'E., 2,189.88  
feet to an iron pipe; N.88°10'E., 394.02 feet to the Place of Beginning;  
containing 310.84 acres, be the same more or less.

The above-described two (2) tracts of land are delineated  
on a map tracing designated INDUSTRIAL AREA BOUNDARIES FOR CONTRACT  
NO. 14-18-008-2675, Drawing No. M-111-2-824, of record in the files  
of the U. S. Department of the Interior.

A parcel of land located in the Crab Orchard National Wildlife Refuge in the County of Williamson and State of Illinois in Sections 1 and 2, Township 10 South, Range 1 East and Section 35, Township 9 South, Range 1 East, Third Principal Meridian, consisting of all that land included within the following described boundaries: Beginning at Corner No. 1, N.  $51^{\circ} 52'$  W. 77.90 chs. (5141.4 ft.) from Corner No. 4 of Site "A", thence S.  $88^{\circ} 10'$  W. 5.97 chs. (394.02 ft.) to Corner No. (1-1), thence S.  $57^{\circ} 38'$  W. 33.18 chs. (2189.88 ft.) to Corner No. (1-2), thence S.  $61^{\circ} 29'$  W. 4.31 chs. (284.46 ft.) to Corner No. (1-3), thence S.  $79^{\circ} 25'$  W. 16.42 chs. (1083.72 ft.) to Corner No. 2, thence N.  $32^{\circ} 35'$  W. 49.21 chs. (3247.86 ft.) to Corner No. 3, thence N.  $57^{\circ} 46'$  E. 42.57 chs. (2809.62 ft.) to Corner No. 4, thence N.  $50^{\circ} 13'$  E. 4.39 chs. (289.74 ft.) to Corner No. 5, thence S.  $40^{\circ} 08'$  E. 1.159 chs. (76.49 ft.) to Corner No. 6, thence N.  $57^{\circ} 10'$  E. 9.79 chs. (646.14 ft.) to Corner No. 7, thence S.  $32^{\circ} 48'$  E. 54.92 chs. (3624.72 ft.) to Corner No. 8, thence S.  $89^{\circ} 36'$  E. 2.319 chs. (153.05 ft.) to Corner No. 9, thence S.  $0^{\circ} 03'$  W. 2.229 chs. (147.11 ft.) to the point of beginning (Corner No. 1), containing 311.88 acres, more or less.

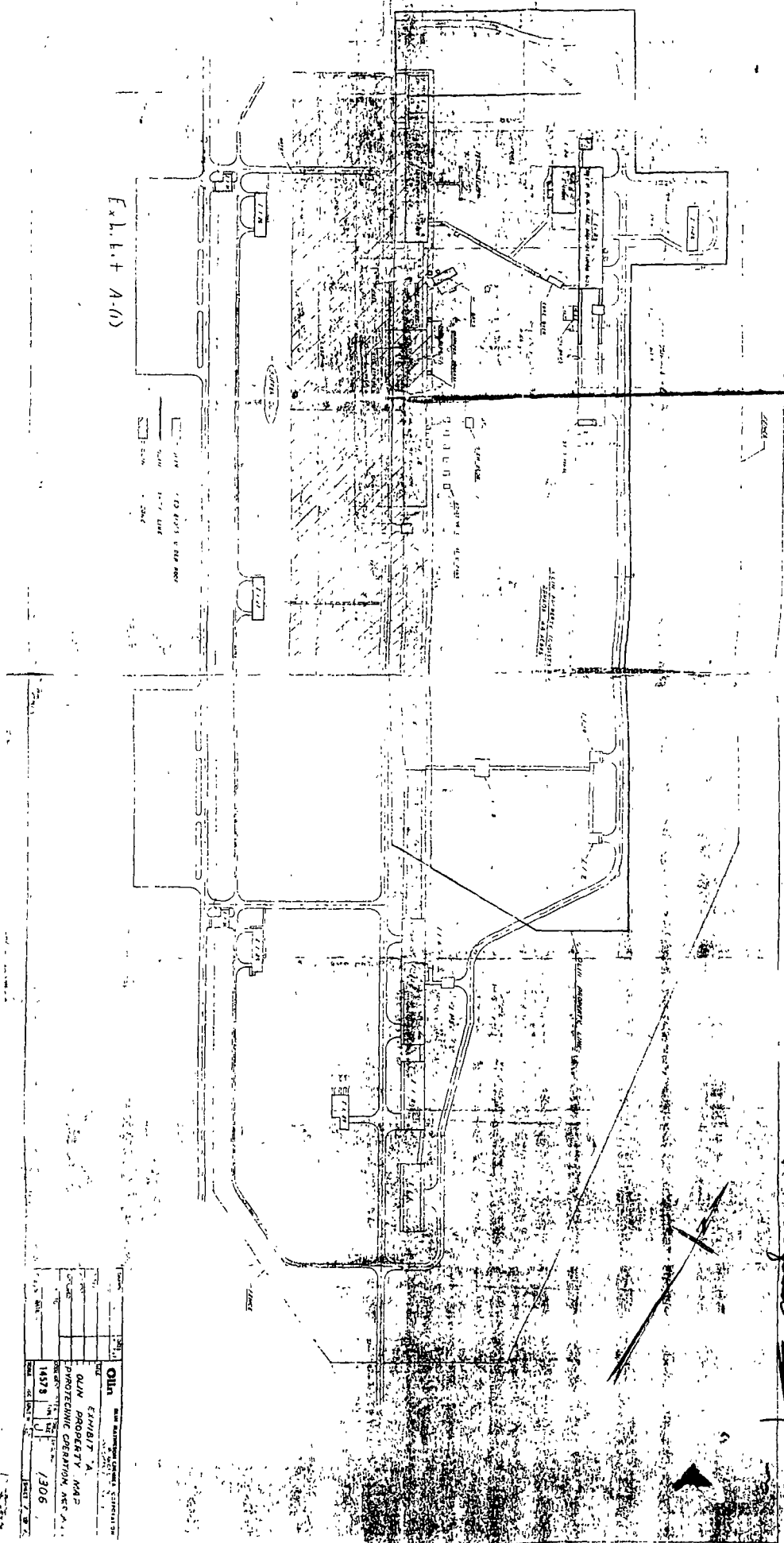


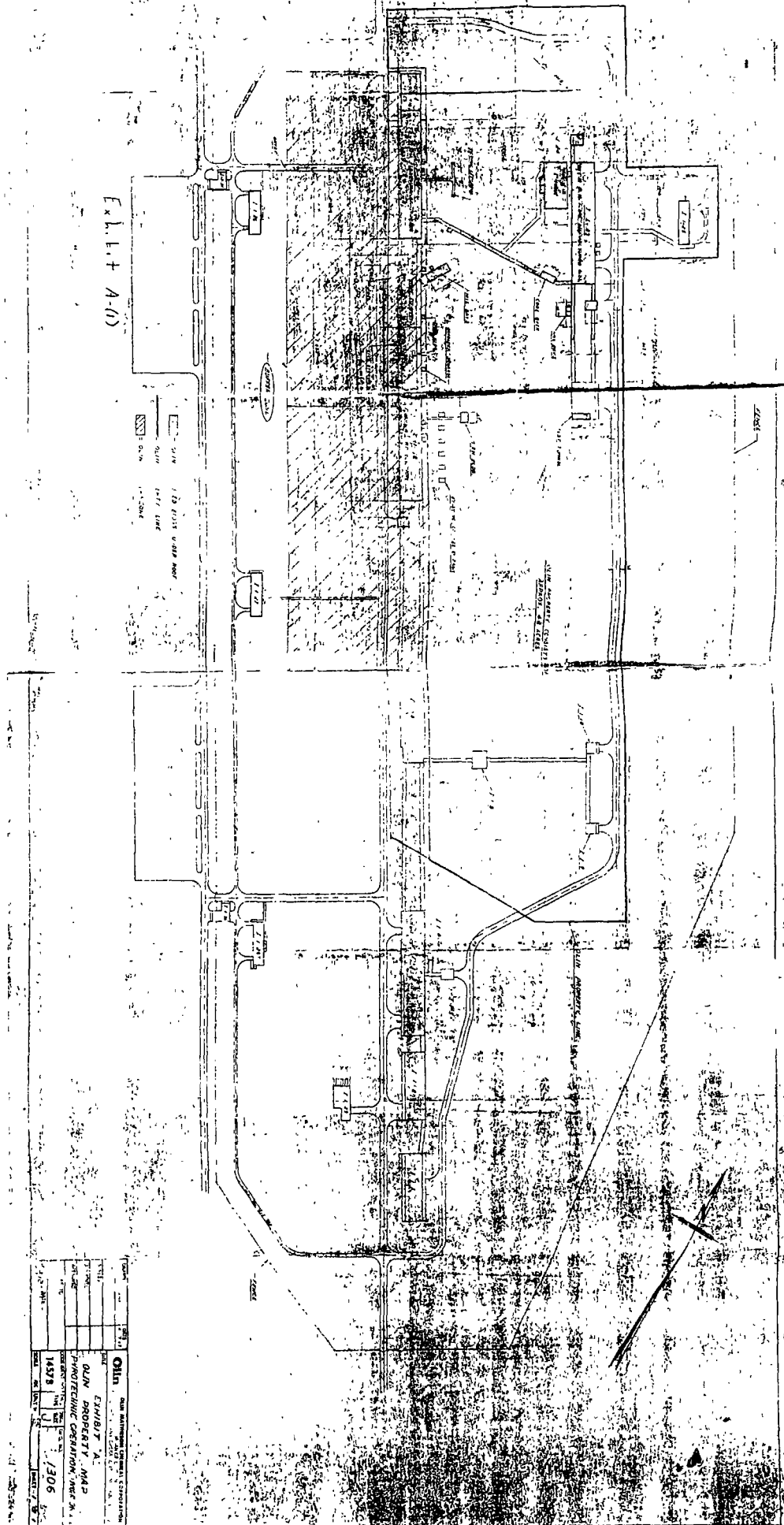
Exhibit A-1

NO.	DESCRIPTION	DATE
1	CELL	1957
2	OFFICE	1957
3	KITCHEN	1957
4	DINING HALL	1957
5	CELL	1957
6	OFFICE	1957
7	KITCHEN	1957
8	DINING HALL	1957
9	CELL	1957
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11	KITCHEN	1957
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95	KITCHEN	1957
96	DINING HALL	1957
97	CELL	1957
98	OFFICE	1957
99	KITCHEN	1957
100	DINING HALL	1957

Original 2 B only

Exhibit A-6

Olin		EXHIBIT A-6	
Olin Property Map		Olin Property Map	
Pharmaceutical Operation, West M.		Pharmaceutical Operation, West M.	
14578	1306		



AMENDMENT NO. 4 TO LEASE CONTRACT NO. 14-16-0003-12613

OLIN CORPORATION

LEASE CONTRACT NO. 14-16-0003-12613 between Olin Corporation and the United States of America is hereby amended as follows:

DELETE the below listed buildings from leased buildings:

<u>BUILDING DESIGNATION</u>	<u>BUILDING SQ. FT.</u>	<u>RENTAL PER MONTH</u>	<u>DATE USE ENDED</u>
I-1-23	29,051	\$363.14	05/84
I-1-23a	9,998	16.66	"
I-1-23b	796	1.33	"
I-1-23c	118	.20	"
I-1-23d	18	.03	"
I-1-36a	1,942	8.09	"
I-1-36b	260	1.08	"
I-1-36c	1,040	1.73	"
I-1-58	545	.91	"
I-1-61	305	.51	"
I-1-63	165	.28	"
I-1-64	189	.32	"
I-1-65p	112	.19	"
I-1-66p	112	.19	"
I-1-67	139	.23	"
I-1-80	63	.11	"
I-1-81	29	.05	"
I-1-82	63	.11	"
I-1-83	39	.49	"
I-1-87p	35	.06	"
I-1-90	193	.32	"
R-12a	410	5.13	"
R-12b	890	11.13	"
R-13	890	11.13	"
R-14	410	5.13	"
R-15	550	6.88	"
I-1-25	7,072	88.40	08/84
I-1-37	644	1.07	"
I-1-38p	47	.08	"
I-1-39p	47	.08	"
I-1-40	1,037	1.73	"
I-1-69p	47	.08	"
I-1-70p	47	.08	"
I-1-71p	47	.08	"
I-1-72p	47	.08	"



The effective date of deletion of the above buildings shall be the date use ended. A "Rental Credit" in the amount of \$26,607.57 will apply for rental received from Lessee for period May 1, 1984, through July 31, 1988. The Rental Credit amount shall be credited to the Lessee's monthly rental assessment until the total Rental Credit amount has been applied.

Effective August 1, 1988, the Lessee's monthly building rental assessment will be adjusted and reduced by \$527.11 per month to reflect the deletion of the above referenced buildings.

A Special term and condition of the above building deletions and rental credit application is the Lessee shall retain the responsibilities of completely vacating the above buildings of all equipment, supplies and materials presently stored within these buildings. All costs involved in the removal and/or disposition process of the equipment, supplies and materials stored within these buildings shall be borne by the Lessee. The complete vacation by the Lessee of all materials, supplies and equipment stored within these buildings shall be completed prior to January 1, 1991. Should the Lessee fail to completely vacate the above buildings, prior to January 1, 1991, of equipment, supplies and materials stored within the buildings, the Lessor reserves the option to return these buildings to leased buildings and assess the Lessee a monthly rental assessment for buildings not completely vacated until vacated.

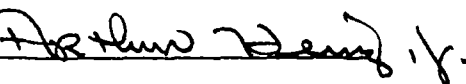
ALL OTHER provisions and conditions of the original lease contract, except as amended, shall remain in full force and effect.

United States of America  
Acting by and through  
The Secretary of the Interior

Effective Date:  
August 1, 1988

By   
Acting Regional Director

Olin Corporation

By  *Arthur H. Hensley, Jr.*

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AMENDMENT NO. 2 TO LEASE NO. 14-15-0003-12613

OLIN MATHIESON CHEMICAL CORPORATION

TECHNICAL SYSTEMS OPERATION

This second amendment to lease, made and entered into as of the 1st day of January, 1969, between the UNITED STATES OF AMERICA, acting by and through the Fish and Wildlife Service, Bureau of Sport Fisheries and Wildlife, of the United States Department of the Interior, under and pursuant to the authority contained in Public Law 361, 80th Congress (hereinafter referred to as the Lessor), and OLIN MATHIESON CHEMICAL CORPORATION, TECHNICAL SYSTEMS DIVISION, a Virginia corporation, having an office and place of business at 460 Park Avenue, New York, New York (hereinafter referred to as the Lessee,

WITNESSETH

WHEREAS, Lessee did enter into a lease under the date of January 1, 1967, with Lessor for certain lands and real estate situated in Williamson County, Illinois, within the boundaries of Lessor's facility known as the Crab Orchard National Wildlife Refuge, specifically designated as Lease Contract No. 14-15-0003-12613, for a term beginning on the 1st day of January 1967, and ending on the 31st day of December, 1980, both dates inclusive; and whereas, the parties hereto having duly executed Amendment No. 1 as of the 1st day of June, 1968, to add certain additional land, and to provide for a buffer zone required by Lessee for a term beginning on the 1st day of January, 1967, and ending on the 31st day of December, 1980, both dates inclusive, and,

WHEREAS, Lessee desires to further amend said lease to add thereto certain additional land and buildings required by Lessee for manufacturing purposes.

NOW, THEREFORE, in consideration of the foregoing and of the mutual covenants and agreements herein contained, the parties hereto do mutually agree that the lease is amended as follows:

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2.

A. There is deleted the second paragraph of the lease, and the following is substituted therefor:

In consideration of the mutual covenants herein contained, the parties hereto do mutually agree as follows:

That the Lessor does by these presents lease and demise unto the said Lessee the following described real estate and premises situated in the County of Williamson, State of Illinois, to-wit:

(1) The land which is outlined in red on the plat attached hereto and marked Exhibit A-(1).

Exhibit A-(1) is Olin Drawing No. 1306 dated 4-23-69, and

(2) The buffer zone which is outlined in green on said plat.

together with all tenements and appurtenances thereon or thereunto belonging and together with any and all additions, improvements, betterments or replacements to said land and the said leased buildings situated thereon, made during the term of this lease for use as business property, and for manufacturing, production, research, development, and storage, as set out in paragraph FOUR hereof; subject, however, to the reservations contained in Paragraph TWENTY hereof; and to the options of the Lessee provided for in Paragraph TWENTY-TWO hereof for a term beginning on the 1st day of January, 1967, and ending on the 31st day of December, 1980, both inclusive, on the following terms and conditions, to-wit:

B. Article numbered ONE down to the paragraph starting "New Construction" is hereby deleted and the following is substituted therefor:

ONLY: Lessee shall pay to the Lessor the following rental:

<u>Leased Facility</u>	<u>Rental Rate Per Annum</u>
Approximately 50 acres of land, more or less, as outlined and marked on Exhibit A-(1) to this Amendment No. 2 to Lease Contract No. 14-16-0003-12613 as amended.	\$100.00

In addition, Lessor agrees that the area designated in green on Exhibit A-(1) attached to this Amendment No. 2 of Lease shall be maintained and preserved by Lessor as a buffer zone, subject to the restrictions set out in Paragraph C hereof.

Lessee shall pay no rental to Lessor for the buffer zone.

In addition thereto, rental for leased buildings situated within the boundaries of Lessor's facility known as Crab Orchard National Wildlife Refuge, Carterville, Illinois, computed and designated as follows:

<u>Building No.</u>	<u>Area of Building in Square Feet</u>	<u>Rental Rate Per Square Foot Per Annum</u>	<u>Rental Rate Per Annum</u>
1-1-20	32,769	\$0.20	\$6,553.80
1-1-22	860	0.15	129.00
1-1-23	29,051	0.15	4,357.65
1-1-24	850	0.15	127.50
1-1-25	7,072	0.15	1,060.80
1-1-21N	9,998	0.15	1,499.70
Ramp 11	5,500	0.15	825.00
Ramp 12	1,925	0.15	288.75
Ramp 13	1,078	0.15	161.70
Ramp 14	550	0.15	82.50
Ramp 15	550	0.15	82.50
1-1-11	860	0.20	172.00
1-1-12	22,731	0.20	4,546.20
Ramp 8	550	0.20	110.00
Mix Bay No. 8847	1,006	0.20	20.12
New construction on existing foundations		0.05	
New construction		0.02	
TOTAL			
	<u>114,350</u>		

as shown on Exhibit A-(1) hereto, a copy of which is attached hereto and made a part of this lease. As to Building 1-1-20 the term of the lease commences September 1, 1967, and rent is payable from that date; as to Buildings 1-1-11, 1-1-12 and

Paragraph 3, the term of the lease commences January 1, 1969, and rent is payable from that date.

Except for the portions of the lease, as amended, which are specifically deleted and for which new provisions have been substituted by this Amendment No. 2, all of the terms and provisions of the original lease as amended by Amendment No. 1 remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment No. 2 of Lease as of the day and year first above written.

UNITED STATES OF AMERICA  
Acting by and through  
The Secretary of the Interior

By: [Signature]  
Acting Regional Director,  
Bureau of Sport Fisheries & Wildlife,  
U. S. Fish and Wildlife Service

OLIN MATHIESON CHEMICAL CORPORATION

By: [Signature]  
Vice President & General Manager  
Energy Systems Division

ATTEST:

[Signature]  
Assistant Secretary

STATE OF Minnesota }  
COUNTY OF Hennepin } SS

I, [Signature], a Notary Public in and for the State and County aforesaid, do hereby certify that [Signature], personally known to me to be Acting Regional Director, Bureau of Sport Fisheries and Wildlife, United States Fish and Wildlife Service, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that as such Acting Regional Director, Bureau of Sport Fisheries and Wildlife, United States Fish and Wildlife Service, he, being thereunto duly authorized, signed and delivered the said instrument as Acting Regional Director, Bureau of Sport Fisheries and Wildlife, United States Fish and Wildlife Service, for and on behalf of the United States of America, acting by and through

000198

the Secretary of the Interior, and caused the seal of said  
Fish and Wildlife Service to be affixed thereto, pursuant  
to the powers and authority contained in Public Law 361, 80th  
Congress, approved August 5, 1947 (61 Stat. 770), as his free  
and voluntary act and as the free and voluntary act of the  
Secretary of the Interior and the United States of America,  
for the uses and purposes therein set forth.

Given under my hand and notarial seal this 7<sup>th</sup> day  
of August, A.D., 1969.

Linnie F. Thomas  
Notary Public

My commission expires:

LINNIE F. THOMAS

Notary Public, Hennepin County, Minn.

~~My Commission Expires April 16, 1970.~~

STATE OF ILLINOIS }  
COUNTY OF MADISON } SS

I, MARY STOCKER, a Notary Public in  
and for the State of Illinois, County of Madison, do hereby  
certify that Donald G. Milligan, personally known to me to be  
the Vice President and General Manager, Energy Systems Division  
of Olin Mathieson Chemical Corporation, and C. A. Sheppard  
personally known to me to be the Assistant Secretary of said  
corporation, and personally known to me to be the same persons  
whose names are subscribed to the foregoing instrument,  
appeared before me this day in person and severally acknowledged  
that as such Vice President & General Manager, Energy Systems  
Division and Assistant Secretary, they signed and delivered  
the said instrument as Vice President & General Manager, Energy  
Systems Division and Assistant Secretary of said corporation  
and caused the corporate seal of said corporation to be affixed  
thereto, pursuant to authority given by the Board of Directors  
of said corporation, as their free and voluntary act and as the  
free and voluntary act of said corporation, for the uses and  
purposes therein set forth.

Given under my hand and notarial seal this 14<sup>th</sup> day of  
July, A.D., 1969.

Mary Stocker  
Notary Public

My commission expires:

1-17-73

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FIRST AMENDMENT TO LEASE

This first amendment to lease, made and entered into this 1st day of June, 1968, between the United States of America, acting by and through the Fish and Wildlife Service, Bureau of Sport Fisheries and Wildlife of the United States Department of the Interior, under and pursuant to the authority contained in Public Law 361, 80th Congress (hereinafter referred to as the Lessor), and Olin Mathieson Chemical Corporation, Pyrotechnic Division, a Virginia corporation, having an office and place of business at 460 Park Avenue, New York, New York (hereinafter referred to as the Lessee),

WITNESSETH:

WHEREAS, by a certain lease made and entered into as of the first day of January, 1967, and numbered by Lessor as No. 14-16-0003-12613, the Lessor has leased to Lessee certain real estate and buildings situated in the County of Williamson, State of Illinois, as described in such lease, and

WHEREAS, Lessor and Lessee desire to further amend said lease to add thereto certain additional land, and to provide for a buffer zone, which is required by Lessee in order to enable Lessee to manufacture certain explosive products on the leased land.

NOW, THEREFORE, in consideration of the foregoing and of the mutual covenants and agreements herein contained, the parties hereto do mutually agree that the lease is amended as follows:

A. There is deleted the second paragraph of the lease, and the following is substituted therefor:

In consideration of the mutual covenants herein contained, the parties hereto do mutually agree as follows:

That the Lessor does by these presents lease and demise unto the said Lessee the following described real estate and premises situated in the County of Williamson, State of Illinois, to-wit:

(1) That land which is outlined in red on the plat attached hereto and marked Exhibit A.

(2) That additional land which is outlined in red on the plat to the first amendment to lease and marked Exhibit B.

together with all tenements and appurtenances thereon or thereunto belonging and together with any and all additions, improvements, betterments or replacements to said land and the said leased buildings situated thereon, made during the term of this lease for use as business property, and for manufacturing, production, research, development, and storage, as set out in paragraph FOUR hereof; subject, however, to the reservations contained in Paragraph TWENTY hereof; and to the options of the Lessee provided for in Paragraph TWENTY-TWO hereof for a term beginning on the 1st day of January, 1967, and ending on the 31st day of December, 1980, both inclusive, on the following terms and conditions, to-wit:

B. Article numbered ONE of said lease is deleted, and the following is substituted therefor:

ONE: Lessee shall pay to the Lessor the following rental:

<u>Leased Facility</u>	<u>Rental Rate Per Annum</u>
Approximately 49 acres of land more or less as outlined and marked on Exhibit A to the lease made and entered into as of the 1st day of January, 1967, but with the Southwesterly and Northeasterly boundaries extended as outlined in red on Exhibit B attached to the First Amendment of Lease, and made a part thereof.	\$98.00

In addition, Lessor agrees that the area designated in green on Exhibit B attached to the First Amendment of Lease shall be maintained and preserved by Lessor as a buffer zone, subject to the restrictions set out in Paragraph C hereof.

Lessee shall pay no rental to Lessor for the buffer zone.

In addition thereto, rental for leased buildings



situated within the boundaries of Lessor's facility known as Crab Orchard National Wildlife Refuge, Carterville, Illinois, computed and designated as follows:

<u>Building No.</u>	<u>Area of Building in Square Feet</u>	<u>Rental Rate Per Square Foot Per Annum</u>	<u>Rental Rate Per Annum</u>
1-1-20	32,769	\$0.20	\$6,553.80
1-1-22	860	0.15	129.00
1-1-23	29,051	0.15	4,357.65
1-1-24	850	0.15	127.50
1-1-25	7,072	0.15	1,060.80
1-1-21N	9,998	0.15	1,499.70
Ramp 11	5,500	0.15	825.00
Ramp 12	1,925	0.15	288.75
Ramp 13	1,078	0.15	161.70
Ramp 14	550	0.15	82.50
Ramp 15	550	0.15	82.50
New construction on existing foundations		0.05	
New construction		0.02	
TOTAL	<u>90,203</u>		

as shown on Lessor's Illinois Ordnance Plant "Location Layout, Group-1-Loading Line Area-I" drawing No. 6544-101.14 designated as "Exhibit A", a copy of which is attached hereto and made a part of this lease. As to Building 1-1-20 only, the term of the lease commences September 1, 1967, and the rental is payable from that date.

"New Construction" as used in this lease shall mean buildings constructed by and at the expense of the Lessee. It shall not include facilities such as tanks, unloading docks, covered conveyors, or similar structures outside of buildings; settling or water treating basins or any structure built over any such basin for protection thereof; any structure built over an outside tank for protection; or any other similar structure. Rental of newly constructed buildings shall commence on the date of commencement of use and occupancy of such buildings by Lessee.

All rental shall be paid in monthly installments, payable in advance on the first day of each and every calendar month, commencing January 1, 1967. Such payment shall be made by check or bank draft, payable to the Bureau of Sport Fisheries and Wildlife, and forwarded to the Project Manager, Crab Orchard National Wildlife Refuge, Post Office Box J, Carterville,

Illinois 62918.

C. There shall be added to Article FOUR of the lease an additional paragraph reading as follows:

Since Lessee will use the leased premises for the purposes of explosive research work and of operating the plant for the manufacture of explosives and related products, as well as the other products provided for in the lease, it is essential that Lessee be protected from encroachment upon the leased area by highways, buildings, or other use that would interfere with the use by Lessee of its leased premises for explosives research or for explosives manufacturing purposes.

Lessor, therefore, agrees that during the term of this lease, and any extension or renewal thereof, it shall at its own expense maintain as a buffer zone around the premises leased by Lessee, that area which is shaded in green on the plat attached to the first amendment of lease and marked Exhibit B.

During the term of the lease, or any extension or renewal thereof, Lessor will not, without the consent of the Lessee, permit the building on said buffer zone of any highways, roads, buildings, or other structures except by a public authority under eminent domain or other similar legal means. Lessor will allow said buffer area to be used only for such economic land uses as farming, haying, grazing and timber harvest by permittees of Lessor, and for dog trials not to exceed thirty-five (35) days each year. Such dog trials shall be conducted in such manner and in such places that they shall not endanger the Lessee's plant or the participants and shall not interfere with Lessee's operations.

Lessor shall, at its expense, provide police, guard and fire protection in the buffer zone comparable to that

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provided elsewhere on the refuge to prevent trespass  
and overt acts and to suppress fire.

Lessor shall not permit the use of said buffer zone  
by permittees in such manner that the use of firearms,  
smoking, building of fires or other practices might  
endanger Lessee's plant or magazines.

D. Except as specifically amended herein, all the  
terms and conditions of said lease are hereby ratified and  
confirmed, and remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this  
First Amendment of Lease as of the day and year first above  
written.

UNITED STATES OF AMERICA  
Acting by and through  
The Secretary of the Interior

By: *W. S. Burman*  
~~Acting~~ Regional Director,  
Bureau of Sport Fisheries & Wildlife,  
U. S. Fish and Wildlife Service

OLIN MATHIESON CHEMICAL CORPORATION

By: *D. M. Williams*  
Vice President & Manager  
Associated Products Operation

ATTEST:

*John H. Casutt*  
Assistant Secretary

STATE OF *Virginia* }  
COUNTY OF *Henrico* } SS

I, *James F. Thomas*, a Notary Public in  
and for the State and County aforesaid, do hereby certify that  
*W. S. Burman*, personally known to me to be  
~~Acting~~ Regional Director, Bureau of Sport Fisheries and Wildlife,  
United States Fish and Wildlife Service, and personally known to  
me to be the same person whose name is subscribed to the foregoing  
instrument, appeared before me this day in person and  
acknowledged that as such ~~Acting~~ Regional Director, Bureau  
of Sport Fisheries and Wildlife, United States Fish and Wildlife  
Service, he, being thereunto duly authorized, signed and delivered  
the said instrument as ~~Acting~~ Regional Director, Bureau of Sport  
Fisheries and Wildlife, United States Fish and Wildlife Service,  
for and on behalf of the United States of America, acting by  
and through the Secretary of the Interior, and caused the seal  
of said Fish and Wildlife Service to be affixed thereto, pursuant

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to the powers and authority contained in Public Law 361, 80th Congress, approved August 5, 1947 (61 Stat. 770), as his free and voluntary act and as the free and voluntary act of the Secretary of the Interior and the United States of America, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 6<sup>th</sup> day of June, A.D., 1968.

Linne F. Thomas  
Notary Public

My commission expires:

LINNE F. THOMAS  
Notary Public, Hennepin County, Minn.  
My Commission Expires April 16, 1970.

STATE OF ILLINOIS }  
COUNTY OF MADISON } SS

I, Mary E. McManus, a Notary Public in and for the State of Illinois, County of Madison, do hereby certify that Donald G. Milligan, personally known to me to be the Vice President and Manager, Associated Products Operation of Olin Mathieson Chemical Corporation, and John H. Caruthers personally known to me to be the Assistant Secretary of said corporation, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such Vice President & Manager, Associated Products Operation and Assistant Secretary, they signed and delivered the said instrument as Vice President & Manager, Associated Products Operation and Assistant Secretary of said corporation and caused the corporate seal of said corporation to be affixed thereto, pursuant to authority given by the Board of Directors of said corporation, as their free and voluntary act and as the free and voluntary act of said corporation, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 6<sup>th</sup> day of June, A. D., 1968.

Mary E. McManus  
Notary Public

My commission expires:

December 23, 1971



EAST ALTON, IL 62024-1174

**RECEIVED**  
FIELD SOLICITOR  
TWIN CITIES

CAROL L. ROSLUND

Associate Counsel  
Phone 618-258-3449  
Fax. 618-258-3084

September 13, 1989

SEP 15 1989

File: \_\_\_\_\_

Ms. Jean W. Sutton  
Office of the Solicitor  
U.S. Department of the Interior  
686 Federal Building, Fort Snelling  
Twin Cities, MN 55111

Reference: Request for Information Pursuant to Section  
104(e) of CERCLA, Regarding the Crab Orchard  
National Wildlife Refuge Site, Williamson  
County, Illinois dated May 31, 1989.

Dear Mr. Sutton:

Enclosed is Olin Corporation's ("Olin") response to the above referenced request. The documents referenced in the response are being shipped separately by surface carrier.

Olin has asserted a business confidentiality claim to documents containing confidential business information and trade secrets. These documents have been noted in the response. Copies of these documents will be submitted to the Department of the Interior ("DOI") upon receipt of confirmation from you that they will be used by you solely for the purposes outlined in the above referenced request, and will not be made available to the public by DOI without further notice to Olin.

If you have any questions concerning Olin's response, please feel free to contact me.

FOR OLIN CORPORATION

Sincerely,

Carol L. Roslund

am9/532

cc: W. Jackson Coleman (w/o enc.)



EAST ALTON, IL 62024-1174

CAROL L ROSLUND

Associate Counsel  
Phone 618-258-3449  
Fax 618-258-3084

September 15, 1989

Ms. Jean W. Sutton  
Office of the Solicitor  
U.S. Department of the Interior  
686 Federal Building, Fort Snelling  
Twin Cities, MN 55111

Reference: Request for Information Pursuant to Section  
104(e) of CERCLA, Regarding the Crab Orchard  
National Wildlife Refuge Site, Williamson  
County, Illinois dated May 31, 1989.

Dear Ms. Sutton:

Following shipment of Olin's response, one of our technicians noted an error on page 10. Attached is a corrected copy of Page 10. Please replace Page 10 in Olin's submission with this page and destroy the original.

Thank you for your assistance.

Sincerely,

A handwritten signature in cursive script that reads 'Carol L. Roslund'.

Carol L. Roslund

am9/536  
Attachment

9/12/89

**CRAB ORCHARD NATIONAL WILDLIFE REFUGE SITE**

**RESPONSES OF OLIN CORPORATION TO FIRST SET OF INFORMATION REQUESTS**

Olin Corporation ("Olin") hereby provides the following responses to the U. S. Department of the Interior (DOI) Request for Information pursuant to Section 104(e) of CERCLA regarding the Crab Orchard National Wildlife Refuge Site, Williamson County, Illinois.

**1. Q. Provide the correct name, address, and contact person for the respondent.**

1. A. Carol L. Roslund, Esquire  
Associate Counsel  
Olin Corporation  
427 N. Shamrock Street  
East Alton, IL 62024-1174  
(618) 258-3449  
(618) 258-2732 FAX

**2. Q. Identify all persons consulted in the preparation of the answers to these information requests.**

2. A. 1. G. Tom Wisely - 337 Venus Drive, Godfrey, IL 62035 427 N. Shamrock, East Alton, IL 62024-1174; (618)258-2035. Olin, Manager, Environmental Affairs, Defense Systems Group.
2. Jean Schneiderman - 1448 E. Grand, Carbondale, IL 62901, (618)549-8333 P.O. Box 278, Marion, IL 62959; (618)985-8211; Olin, Marion Operations, Supervisor, Regulatory Compliance.
3. Art Heinz - RR 4, Box 437, Marion, IL 62959, (618)694-1828; Olin Corporation Consultant. Formerly Plant Manager, Marion Operations
4. Mel Lynn - 110 Belinda Drive, Marion, IL 62959, (618)993-6084; P.O. Box 278, Marion, IL 62959; (618)985-8211; Olin, Marion Operations, Shipping/Receiving Supervisor.
5. Ken Gravatt - 1901 Warren, Marion, IL 62959, (618)997-5192; P.O. Box 278, Marion, IL 62959, (618)985-8511; Olin Marion Operations, Procurement Manager.

6. Laberta T. Lewis - 1395 Leisure Drive, Florissant, MO 63031 (314)838-1058; Paralegal, Legal Department, Olin Corporation, 427 N. Shamrock, East Alton, Illinois 62024, (618) 258-2761.
7. George H. Pain - 700 9th Street, Highland, IL 62249, (618) 654-4420; Senior Counsel, Legal Department, Olin Corporation, 427 N. Shamrock, East Alton, Illinois 62024, (618) 258-3411.

**3. Q. Identify all documents consulted, examined, or referred to in the preparation of the answers to these Requests and provide copies of all such documents.**

1. Objection No. 1 This request is overly broad to the extent that it seeks identification of all documents consulted, examined, or referred to in the preparation of the answers and requires production of all such documents. Olin has voluminous documents located at the Marion facility.

Subject to and without waiving its objections in this response to Request No. 3, Olin has identified by category, the type of document, general information contained in the documents and the location of the documents. Should DOI desire, Olin will make these documents available for inspection and copying by authorized representatives of the Department of Interior during normal business hours, upon prior request, and subject to Olin's normal security requirements and U.S. Government contract requirements for entry and exit from its facilities on the site.

2. Objection No. 2 Further objecting, Olin believes this request is unduly burdensome. Pursuant to standard company policies and procedures and applicable United States Government ("U.S. Government") regulations governing record retention, Olin possesses information and related documentation subject to such record retention schedules. Other documents have been destroyed under the schedule.
3. Objection No. 3 Further objecting, Olin compiled certain information at the request of counsel and in anticipation of litigation, and communicated this information to counsel as part of a request for legal advice. Olin has not communicated this information to third parties. Consequently, this information, and the documents reflecting this information are covered by the attorney-client privilege.
4. Objection No. 4. Further objecting, Olin counsel have compiled certain information in anticipation of litigation. This information and the documents reflecting such information is covered by the attorney work product doctrine.



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5. Olin operates a Test Range, incinerator and waste thermal treatment facility which is located on approximately 290 acres of strip mine spoil land two miles northwest of Marion in Williamson County. This location has never been and is not now a part of the Refuge. Some documents produced and identified by Olin contain mixed information which relates to both the facilities located on its solely owned Test Range and to its operations on the Refuge. Olin hereby asserts its right to prevent disclosure of information related to the Test Range as confidential under section 1905 of Title 18 of the Freedom of Information Act of 1974 as amended in 1986. Olin will submit documents with mixed information under separate cover and has provided a public version of the document with the information related to the Test Range deleted.
  6. Olin also has documents relevant to the information requests which contain company confidential information containing information including but not limited to product formulas, budget numbers, rental payments, component design and product specifications. Olin hereby asserts its right to prevent disclosure of such information and documents as company confidential under section 1905 of Title 18 of the Freedom of Information Act as amended in 1986. Olin will submit these confidential documents under separate cover.
  7. Subject to and without waiving the above objections and to the extent documentation is available, Olin has produced documents in connection with Request Nos. 7, 10, 11, 12, 19, 32, and 33.
4. Q. If Respondent is a corporation, respond to the following requests:
- a. Provide the year and state in which Respondent was incorporated.
- 4.a. A. Mathieson Alkali Works was incorporated August 13, 1892. Olin Corporation is incorporated in the Commonwealth of Virginia
- 4.b. Q. If Respondent is a parent corporation or successor corporation to the business entity that is or was present on the refuge, provide the year(s) in which the acquisition(s) or succession(s) took place and describe the method by which the acquisition(s) or succession(s) took place.
- 4.b. A. August 31, 1954 a merger took place between Mathieson Chemical Corporation and Olin Industries, Inc. The surviving corporation name was Olin Mathieson Chemical Corporation.

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The name was changed to Olin Corporation on September 1, 1969. Two of Olin's Defense Systems Group, the Aerospace Division and the Ordnance Division currently have operations on the Refuge.

**4.c. Q. Identify the parent corporation of Respondent, if any.**

4.c. A. None

**5. Q. Describe all products, services, operations, activities, and processes that Respondent produced, provided, undertook, performed, managed and/or supervised on the Refuge, including dates of operation and location (as specifically as possible).**

5. A. Olin's operations on the Refuge began in 1955 with the start-up of a Dynamite Plant in the Ordill Area. This business was sold in 1963 to Commercial Solvents Company.

In 1957, a propellant plant was relocated from East Alton, Illinois and gas generator starter cartridge research, development and production began. The propellant plant was located in the P area and the gas generator and starter cartridge research, development and production were located in the P area. There was some MXU 4/A production near the Dynamite Plant from 1957 to 1962.

In 1967, pyrotechnic operations were relocated from East Alton, Illinois to the I area.

In 1973, medium caliber ammunition production was relocated from Kingsbury, Indiana to the I area. Ammunition products research and development started in 1977 in the P area.

The Marion operation, in September 1989, produces medium caliber ammunition for both domestic and international sales. In addition it produces gas generators in the solid propellant manufacturing area in support of the aerospace industry.

A map of Olin's current operations on the Refuge is attached as Attachment A.

Olin's operations at the Refuge include:

- Manufacturing
- Research and Development

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- Temporary storage of Ordnance products such as ammunition, smoke candles and solid propellant gas generators prior to shipment to other Olin facilities for final assembly and delivery to the customer

Research and Development activities are primarily conducted in the P and F areas.

Shipping and receiving is currently located in the F area. Formerly, shipping and receiving activities have been conducted in the B area and the I area.

Small and medium caliber ammunition are loaded, assembled, and packed (LAP) in the I area. Some pyrotechnic mixes are produced in the I area.

Gas generators are assembled in the D area. Solid ammonium nitrate based propellants and various mixing activities to produce pyrotechnic mixes are conducted in the B and D areas.

Equipment and materials are stored in area 7.

The FAM area is primarily used for storage of equipment, spare parts and tooling, and other inert material. Some chemicals, ammo cans and cardboard are also stored in this location.

Area 6 and 13 are igloo areas used for storage of explosive raw materials and scrap of explosive materials.

**6. Q. For each separate operation or activity on the Refuge, provide the following:**

**a. The Standard Industrial Classification (SIC) code;**

6. a. A. The SIC Codes for the Marion facility are 3482 and 3489.

**6. b. Q. The number of persons employed.**

6. b. A. As of August 31, 1989, a total of 339 persons were employed at Olin's Marion facility. The breakdown is as follows:

175	hourly workers
164	salaried personnel
339	total employees

The total includes fifteen (15) Test Range personnel.

**7. Q. Provide copies of all documents evidencing or relating to ownership, operation, or leasing of property or buildings on the Refuge (e.g., deeds, leases, contracts, etc.).**

**7. A.** The following are Leases between Olin Corporation and United States of America, Fish and Wildlife Service,

1. Lease Contract No. 14-19-008-2675 as amended.  
1 January 1956 United States of America, through the Secretary of the Interior, through the Director of the Fish and Wildlife Service and Olin Mathieson Chemical Corporation. Expiration December 31, 2005.
2. Lease Contract No. 14-16-0003-13733 1 May 1972  
Expiration 30 April 1992
3. Lease 14-16-003-12613, 1 January 1967  
Expiration date 31 December 2005
4. Igloo Lease 14-16-0003-81-506, 1 October 1980  
Expiration 13 September 1990
5. Building Lease 14-16-0003-81-517, 1 October 1980  
Expiration 30 September 1990.
6. Building Lease 14-16-0003-81-525, 1 October 1980  
Expiration 13 September 1990.
7. Building Lease 14-16-0003-81-526, 1 October 1980  
Expiration 30 September 1990
8. Building Lease 14-16-0003-81-527, 1 October 1980  
Expiration 30 September 1990  
Amendment 3, 1 December 1986 terminates contract effective 1 December 1986
9. Building Lease 14-16-0003-81-528, 1 October 1980  
Expiration 30 September 1990
10. Quarterly Reports of Building Usage Crab Orchard National Wildlife Refuge starting December 31, 1957 to date.

Documents No. 000001 through 000447.

**8. Q. Identify all materials purchased, received, processed, stored, treated, disposed, or otherwise handled on the Refuge by Respondent.**

**8. A.** Subject to and without waiving its objections in the response to Request No. 3, Olin responds as follows:

Olin has hundreds of purchasing, receiving, shipping and regulatory compliance documents relating to the purchase, receipt, processing, storing, treatment, and disposal of materials on the Refuge by Olin.

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Olin will make these documents available for review and copying by representatives of Department of Interior during normal business hours, upon prior request, and subject to Olin's normal security requirements and U.S. Government contract requirements for entry and exit from its facilities on the site.

To assist representatives of DOI, Olin provides the following overview of the availability and location of responsive documents. Most materials to be purchased, received, processed, stored, treated, disposed or otherwise handled by Olin at its operations on the Refuge are tracked by the Purchasing, Receiving, and Shipping Departments.

Each user department requisitions materials costing over \$500.00 via a formal Requisition. The Buyer, subject to U.S. Government contract requirements, places the order and maintains a complete file by purchase order number. These files are kept by the Buyer while active and when inactive are stored in the Procurement Department of Building B-2-10 for three years. The procurement files are then sent for storage, subject to records retention schedules, in Building FAM-1-4.

For items costing less than \$500.00 (formerly \$300.00 and \$100.00) an Invoice Approval system is used. Materials may be purchased with the approval of the supervisor. Office supplies and some maintenance items are purchased in this manner. Raw materials for production use generally are not purchased by Invoice Approval. Subject to records retention schedules, these Invoice Approval forms are filed in the approving department.

The Production Inventory Control Department has accountability for all raw materials used for production. A sample Product Usage Report and raw material inventory report are provided as Attachment B. These reports, generated daily and monthly, are kept in the Production Inventory Control Department current plus one year. Archival records are kept, pursuant to the records retention schedules, in Building FAM-1-4. Maintenance and operational supply materials are not routed through Production Inventory Control. These materials are listed as expense items for each department. These transactions are available in the office of the originating department, subject to records retention schedules.

The Shipping and Receiving Department tracks all incoming and outgoing materials. A Receiving Report is generated for receipt of all material received in the Receiving Department. Receiving reports for 1988 and 1989 are kept in Building F-6-45. Receiving documents, subject to records retention schedules, are stored in Building FAM-1-4. Hazardous materials received must be accompanied

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by a Material Safety Data Sheet (MSDS). The Receiving Department will not release hazardous materials into the Marion operation without a MSDS. This is an Olin control procedure for restricting the movement of unauthorized materials within its facility.

All manufactured items are warehoused until a shipping request is made.

Olin makes two types of shipments: Commercial and Government. Attachment C is a sample bill of lading which would accompany commercial shipments. A log is maintained in the Shipping Department of any such shipments. Attachment D is a sample of the log. Bills of Lading are driven by Shipping Request documents, Attachment E. Shipping documents for manufacturing related materials for the years 1988 to 1989 are located at Building F-6-45. Shipping documents for prior years, subject to records retention schedules, are stored in Building FAM-1-4.

Materials are transported to various Olin locations on the Refuge via intra-plant manifests.

9. Q. **Identify prior and subsequent owners, lessees, operators, or other users of the areas or facilities on the Refuge that were occupied by Respondent. For each such person, provide the information requested of Respondent in questions 6, 7, and 8 above.**
9. A. Below is a list of companies which, Olin believes based upon references in Olin's business records, operated on the Refuge in the areas now occupied by Olin. However, Olin does not have complete knowledge of the dates of operation or information concerning the operations of the companies listed.
1. Illinois Ordinance plant operated by Sherman Williams for the War Department during World War II. (Now Department of Defense)
  2. Sangamo Electric Company, now Sangamo - Weston of Atlanta, Georgia a subsidiary of Schlumberger Technology Corporation of Houston, Texas, a wholly owned subsidiary of Schlumberger Limited, Inc. of New York, New York. (Manufactured capacitors and other electrical equipment approximately 1947 to 1962 in the I Area.)
  3. TUK Tape Company, I area mid 1960's
  4. Universal Match - Unidynamics - Phoenix
  5. Commercial Solvents - Ordill Area (later acquired by International Minerals and Chemicals Corporation)

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10. Q. Did you ever use, purchase, generate, store, treat, dispose, transport, receive or otherwise handle any hazardous substances or hazardous materials? If the answer to the preceding question is anything but an unequivocal "no", identify:
- a. The chemical composition, characteristics, and physical state (e.g. solid, liquid) of each hazardous substance;
  - b. Who supplied you with such hazardous substances;
  - c. How such hazardous substances were used, purchased, generated, stored, treated, transported, received, disposed, or otherwise handled by you;
  - d. Where such hazardous substances were used, purchased, generated, stored, treated, transported, received, disposed, or otherwise handled by you;
  - e. The quantity of such hazardous substances used, purchased, generated, stored, treated, transported, received, disposed, or otherwise handled by you; and
  - f. Provide copies of all tests, analyses, and analytical results concerning the hazardous substances and materials.
10. A. Subject to and without waiving its objections set forth in its response to Request No. 3, Olin responds as follows:

Olin has hundreds of purchasing, receiving and shipping documents relating to the purchase, generation, storage, treatment, disposition, transportation, receipt, and handling of hazardous substances and hazardous materials. Purchasing records for the years 1987 through 1989 are located at Building B-2-10. Receiving documents for the years 1988 through 1989 are located at Building F-6-45. Purchasing and receiving documents for prior years, subject to record retention schedules, are stored in Building FAM-1-4. Shipping documents for manufacturing related materials for the years 1988 through 1989 are located at Building F-6-45. Shipping documents for prior years, subject to record retention schedules, are stored in Building FAM-1-4. Olin will make these documents available for review and copying by representatives of the Department of Interior during normal business hours, upon prior request, and subject to Olin's normal security requirements and U.S. Government contract requirements for entry and exit from its facilities on the site.

In addition, Olin has produced the following documents:

1. Obsolete Material Safety Data Sheet (MSDS) List

This list is an index of chemicals of MSDSs on file prior to the OSHA hazard communication law. This list is obsolete. It may contain chemicals used in the past which do not appear on the current MSDS index.

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Corrected

2. Department of Transportation (DOT) File List

This list is a compilation of explosives and information concerning their explosive classification.

3. Hazard Communication List

This list is Marion's hazard communication list sorted by trade name.

4. Waste Explosive List

This list names explosives which may be generated as waste.

5. Example of Chemical Master Listing, Trade Name Sequence

6. Source Material License, U.S. Atomic Energy Commission

7. IDNS Material License Number IL-01209-01

8. IEPA, TSDR Facility Annual Hazardous Waste Report for 1988, 1987, 1984, 1982.

9. IEPA Generator Annual Hazardous Waste Report for 1988, 1987, 1986, 1985, 1984, 1983, 1982.

10. RCRA Permit Application Part A (relevant sections)

See also Documents No. 000448 to 003168.

**11. Q. Describe all of the methods you used on the Refuge to dispose of materials, including but not limited to hazardous substances.**

11. A.
1. Open burn at sites designated by Department of Interior.
  2. Burial at sites designated by Department of Interior.
  3. Discharged as waste water in sewer.
  4. Transport to sites on Refuge as directed by Department of Interior.
  5. Transport for off site disposition at landfills or to recycle or incinerate.
  6. Dry Bag Incineration System (1960's)

See also Documents No. 003169 to 003283 and information in documents submitted in response to Request No. 10.

**12. Q. Identify each site or area on the Refuge to which materials may have been taken from your location(s) on or off the Refuge. With respect to each such site or area, provide the following:**



- a. Any information you have about each site or area, including but not limited to its name or designation, location (as specifically as possible), physical description, boundaries, surface structures (e.g., buildings on or near the site), maps and drawings, and changes over time.
  - b. Identify the owners and operators, including lessees, of each such site or area. Also identify the prior and subsequent owners and operators (including lessees), to the extent possible. For each contemporaneous and prior and subsequent site owner or operator, further identify:
    - i. The dates of operation;
    - ii. The nature of the operations at the site;
    - iii. All evidence that the owner or operator controlled access to the site; and
    - iv. All evidence, if any, that a hazardous substance, pollutant, or contaminant was released or threatened to be released at or from the site during the period that the owner or operator had control of the site.
12. A. 1. Olin may have taken materials from its location to the following sites or areas on the Refuge at the direction of DOI.

<u>Location</u>	<u>Owner</u>	<u>Dates of Olin Use</u>
Ordill Area 12	DOI	1956 - 1964
D Area	DOI	1965 - 1966
I Area	DOI	1967
Ogden Road	DOI	1968 - 1969
Ordill Fire Station	DOI	1956 - 1966
Water Tower	DOI	1967 - 1971

- 2. Olin is believed to have conducted open burning of pyrotechnic material at the direction of DOI near the area known as the "Sangamo Dump" in the I area during the years 1967 and 1968. This area was outside the area leased by Olin and was under the control of DOI.

See also Documents No. 003284 to 003323

13. Q. Identify all persons, including yourself, who may have arranged for disposal or treatment or arranged for transportation for disposal or treatment of waste materials, including hazardous substances, at or to sites on the Refuge.

13. A.

1. Doyle Case  
Fish and Wildlife Service  
DOI  
Crab Orchard Wildlife Refuge  
Illinois
2. Grant Riegel  
R. R. 1, Box 316  
Harrisburg, IL 62946  
(618) 252-4608  
Olin Marion Operations  
Shipping and Receiving Foreman  
Retired
3. Charles "Chuck" Funk  
RR No. 1 Box 40  
Elkville, IL 62932  
(618) 568-1492  
Olin Marion Operations  
P.O. Box 278  
Marion, IL 62959  
(618) 985-8211  
Formerly Production Inventory Control Manager (1971-1987)  
Now Manager, Solid Propellant Production
4. Herb Baines  
533 Frederick  
Herrin, IL 62948  
(618) 942-4686  
Olin Marion Operations  
P.O. Box 278  
Marion, IL 62959  
(618) 985-8211  
Procurement

- e. The owner of the materials accepted or transported;
- f. The quantity of the materials involved in each transaction;
- g. All tests, analyses and analytical results for any materials accepted or transported;
- h. Any information which may indicate that materials sent to the site may not have been "hazardous substances" within the meaning of 42 U.S.C. § 9601(14); and
- i. The person(s) who selected the sites to which the materials were to be transported.

22. A. Olin's answer is an unequivocal no.

23. Q. Identify all documents containing information responsive to Request 22 above and provide copies of all such documents.

23. A. See response to Request 22.

24. Q. Identify all persons with knowledge, information, or documents responsive to Request 22 above.

24. A. See response to Request 22.

25. Q. Have you ever accepted (actively or passively) from an other person materials for disposal at a site on the Refuge that was in your possession or control? If the answer to this question is anything but an unequivocal no, identify:

- a. The location of the site(s) at which materials were disposed;
- b. The persons from whom you accepted materials for disposal at the site;
- c. Every date on which such materials were so accepted or disposed;
- d. For each transaction, the nature of the materials, including the chemical composition, characteristics and physical state;
- e. For each material, describe any warnings or directions given to you regarding its handling;
- f. The owner of the materials accepted or disposed;
- g. The quantity of the material involved in each transaction;
- h. All tests, analyses and analytical results for any materials accepted or disposed; and

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1. Any information which may indicate that materials sent to the site may not have been "hazardous substances" within the meaning of 42 U.S.C. § 9601(14).

25. A. Olin's response is an unequivocal no.

26. Q. Identify all documents containing information responsive to Request 25 above and provide copies of all such documents.

26. A. See response to Request number 25.

27. Q. Identify all persons with knowledge, information, or documents responsive to Request 25 above.

27. A. See response to Request number 25.

28. Q. Provide any information and any supporting documentation which may indicate that you may not be liable under 42 U.S.C. Section 9607 with respect to the sites on the Refuge.

28. A.1. Olin Corporation has performed numerous U.S. Government Contracts at the facilities on the Refuge. Defense Acquisition Regulations and Federal Acquisition Regulations clauses concerning Title to materials and property purchased by Olin or reimbursed by the U.S. Government to Olin have been included in the contracts. These provisions assert that all materials purchased by Olin in performance of the contract are owned by the U.S. Government. This includes not only raw materials purchased for production purposes, but also any scrap or waste resulting from the use of those raw materials. It is Olin's view that the Government has title to any environmental contaminants at the site resulting from the performance of such contracts and is responsible for the costs of any environmental remediation that is necessary.

2. With regard to the site(s) located in the I area contaminated with PCBs, Olin did not own or operate the site at the time PCBs were deposited there, it did not arrange for PCB disposal and was not a transporter. Olin, therefore, is not within the class of persons potentially subject to liability under CERCLA § 107 (a).

3. The Sangamo dump site located in the I area has never been part of the property leased by Olin, and Olin therefore is not within

the class of persons potentially subject to liability under CERCLA § 107 (a), since Olin has never been the owner or operator of the Sangamo dump site.

**29. Q. Identify any federal or state agency which supervised or was in any way involved (including as a customer or client) with your operations or activities on the Refuge.**

29. A. The U.S. Department of Defense including the Department of the Army, Department of the Air Force and Department of the Navy have been involved with Olin's operations or activities on the Refuge as a customer.

Regulatory Agencies which supervise or are involved with Olin's operations and activities on the Refuge are as follows:

Local

Williamson County, Illinois - local approval powers

State of Illinois:

Commerce Commission  
Emergency Services and Disaster Agency  
Department of Employment Security  
Environmental Protection Agency  
    Division of Land Pollution Control  
Office of the State Fire Marshall  
Department of Labor  
Department of Mines and Minerals  
Department of Nuclear Safety  
Pollution Control Board  
Department of Public Health  
Department of Revenue  
Secretary of State  
Department of State Police  
Department of Transportation  
Department of Veterans' Affairs

Federal

Defense Department  
    Air Force Department  
    Army Department  
    Navy Department

Defense Contract Administrative Services - Safety/Quality Group  
Energy Department  
Nuclear Regulatory Commission (formerly Atomic Energy Commission)  
Environmental Protection Agency  
Federal Communications Commission  
Health and Human Services Department  
Social Security Administration  
Interior Department  
Fish and Wildlife Service  
Justice Department  
Drug Enforcement Administration  
Labor Department  
Occupation Safety and Health Administration  
Pension and Welfare Benefits Administration  
Veterans Employment and Training  
Wage and Hour Division  
Workers' Compensation Programs Office  
Patent and Trademark Office  
State Department  
Transportation Department  
Federal Aviation Administration  
Federal Highway Administration  
Federal Railroad Administration  
Research and Special Programs Administration  
Interstate Commerce Commission  
Treasury Department  
Alcohol, Tobacco, and Firearms Bureau  
Bureau of Explosives  
Customs Service  
Internal Revenue Service

30. Q. Identify any processes in which you used, or by which you produced (as an intermediate or final product or by-product or waste), any polychlorinated biphenyls (PCBs) between 1940 and 1985. Identify whether any materials used in such processes or produced by such processes were sent to sites on the Refuge, and the sites to which such materials were sent. Identify and produce all documents related to delivery of materials from such processes to the sites.

30. A. Between 1940 and 1985, Olin did not use any PCB processes nor did it produce any polychlorinated biphenyls (PCBs).

31. Q. Identify any processes in which you used, or by which you produced (as an intermediate or final product or by-product or waste), lead or lead compounds between 1940 and 1985. Identify whether any materials used in such processes or produced by such processes were sent to sites on the Refuge, and the sites to which such materials were sent. Identify and produce all documents related to delivery of materials from such processes to the sites.

31. A. Lead salts were utilized in the 1950's-60's in the production of double-base propellants. Lead salts included lead resorcinol, lead resorcyate, lead salicylate, lead stearate, and lead 2 ethyl hexoate. Olin may have disposed of such materials by open burning 1968 to 1969 at the Ordill Ogden Road site.

The AGJ propellant was utilized in Lance gas generator in the past. A powder was purchased which contained lead stearate which was used in the manufacturing of the Lance AGJ grain. The Lance gas generator was produced in the D area. None of the propellants or pyrotechnics produced at the Olin Marion Operations today contain lead. Lead dioxide may have been used in the past in R & D.

The ammunition operations utilize a small arms primer which is purchased as an item and inserted and seated in the various cartridge cases. Examples of ammunition which utilize a primer include 5.56, 50 cal, 20MM, 25MM, 30MM, 40MM, 120MM, slide inflation cartridges and the Law rocket. This primer contains lead salts. Demilitarization of the primer has occurred in the I area which involves pushing the primer out of the case or firing the primer. This operation is presently performed by pushing the primer out in such a manner as to prevent any potential air emissions of lead.

Some of the ammunition has contained lead inserts in the bullets. The 40MM ammunition contained small lead balls. The lead was purchased preformed and inserted in the ammunition.

The only other use of lead may have been in paint since some paints contained lead.

Waste explosives such as primers were either demilitarized as previously discussed and/or sent off the Refuge. Scrap primers now are sent off the Refuge.

Subject to and without waiving its objections set forth in its response to Request No. 3, Olin further responds as follows:

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Olin has hundreds of purchasing, receiving and shipping documents relating to lead or lead compounds purchased for use in processing and manufacturing at the Refuge. Purchasing records for the years 1987 through 1989 are located at Building B-2-10. Receiving documents for the years 1988 through 1989 are located at Building F-6-45. Purchasing and receiving documents for prior years, subject to record retention schedules, are stored in Building FAM-1-4. Shipping documents for manufacturing related materials for the years 1988 through 1989 are located at Building F-6-45. Shipping documents for prior years, subject to record retention schedules, are stored in Building FAM-1-4. Olin will make these documents available for review and copying by representatives of Department of Interior during normal business hours, upon prior request, and subject to Olin's normal security requirements and U.S. Government contract requirements for entry and exit from its facilities on the site.

**32. Q. Identify all leaks, spills, or other releases into the environment of any hazardous substance, pollutant, or contaminant that occurred at or from your operations or activities on the Refuge, whether routine or nonroutine. In addition, identify:**

- a. When such releases occurred;**
- b. Where such releases occurred;**
- c. How such releases occurred;**
- d. The amount of each hazardous substance, pollutant, or contaminant so released;**
- e. Any and all activities undertaken in response to each such release or threatened release, including the notification of any agencies or governmental units about the release;**
- f. Any and all investigations of the circumstances, nature, extent or location of each release, including the results of any soil, water (ground and surface), or air testing undertaken; and**
- g. All persons with information relating to these releases.**

**32. A.** Subject to and without waiving its objections in its response to Request No. 3, there are hundreds of Safety and Regulatory Compliance documents responsive to this Request located at the Marion facilities. The safety documents which relate to human health and safety are located in Building D-1-37 for 1988 through 1989. Safety documents for prior years, subject to record retention schedules, are stored in Building FAM-1-4. Regulatory documents for the years 1981 to 1989 are located in Building D-1-36. Some regulatory documents are stored in Building FAM-1-4. Olin will make these documents available for review and copying at



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reasonable times, and upon prior request, by representatives of the Department of the Interior subject to Olin's normal security requirements and U.S. Government contract requirements for entry and exit from its facilities on the site.

Olin has submitted the following Documents Nos. 003375 to 003545. See also documents submitted in response to Requests No. 10, 11, and 19.

33. Q. Describe any explosions, fires, leaks, spills or other events anywhere else on the Refuge which may have resulted in the release of a hazardous substance, pollutant, or contaminant into the environment. Identify when each such event occurred, where it occurred, how it occurred (if known), the amount of each substance released (if known), and any and all activities undertaken in response, including the notification or involvement of any agencies or governmental units. Identify all persons with information relating to such events.

33. A. Olin has information of events in the I area related to Sangamo Electric Co.

The following documents, Documents No. 003546 through 003813, are responsive to this request and will be submitted as proprietary and confidential under Title 18, Section 1905. These documents constitute information specifically developed at the request of counsel in anticipation of litigation. Such information was disclosed under a request of confidentiality to the Illinois and U.S. Environmental Protection Agencies and the documents have not been disclosed to any other third parties.

1. Olin preliminary test results and findings.
2. September 17, 1984 Report of Soil Samples collected of PCBs during July and August 1984 by Envirodyne Engineers, Inc.
3. PCB Profile of These Locations in Area "I." Envirodyne Engineers Inc. August 1984.
4. PCB Profile of "I" Area, Envirodyne Engineers, Inc., August 1984.
5. July 13, 1984 Draft Report of Envirodyne Engineers conducted at Area I.

See also Documents No. 003814 through 003818.

34. Q. If Respondent is or includes a person that is not a natural person, respond to the following requests:

- a. Provide your financial statements and income tax statements for the past two fiscal years, including but not limited to those filed with the Internal Revenue Service.
- b. Identify all of your current assets and liabilities and the person who currently owns and/or manages such assets and liabilities.
- c. Identify all liability insurance policies you held during the period(s) you owned, leased, operated, managed, or supervised any facility, operation, or property on the Refuge. In identifying such policies, state the name and address of each insurer and of the insured, the amount of coverage under each policy, the commencement and expiration dates for each policy, whether or not the policy contains a "pollution exclusion" clause, and whether the policy covers or excludes sudden, nonsudden or both types of accidents. In lieu of providing this information, you may submit complete copies of all relevant insurance policies.

34.a.b. A. Olin has submitted copies of its annual report for the years 1987 and 1988, attached hereto as Attachment F, which include the information requested.

34.c. A. A list of Olin Corporation Primary and Excess Liability Programs as of February 1987.

Document Nos. 003819 to 003821.

35. Q. Has Respondent filed for bankruptcy? If so, when and in what Court? Provide any bankruptcy discharge orders or orders confirming reorganization plans granted to Respondent or any relevant predecessor in interest since 1940.

35. A. Neither Olin Corporation nor any of its relevant predecessors in interest have filed bankruptcy since 1940.

36. Q. If you have reason to believe there are persons that may be able to provide a more detailed or complete response to any Request herein or that may be able to provide additional responsive documents, identify such persons and the number of the relevant Request.

IGLOO LEASE

Contract No. 14-16-0003-81-506

by and between

U. S. Fish and Wildlife Service

and

OLIN CORPORATION

000206

Igloo Lease Contract

THIS LEASE, made and entered into as of the 1st Day  
of October, 1980, by and between the UNITED STATES OF  
AMERICA, acting by and through the U.S. Fish and Wildlife Service, of  
the U.S. Department of the Interior, hereinafter referred to as the  
LESSOR, under and pursuant to the authority contained in 61 Stat. 770  
(1947), 16 U.S.C. 666f,g, and

- OLIN CORPORATION -

a corporation organized and existing under the laws of  
Illinois, licensed to do business in Illinois, occupying  
rental space in the Crab Orchard National Wildlife Refuge industrial  
area with business address as

- Post Office Drawer G, Marion, Illinois 62959 -

hereinafter referred to as the LESSEE.

WITNESSETH, that said Lessor does by these presents lease unto  
the said Lessee the following described real estate and premises, situated  
in the County of Williamson and State of Illinois; to-wit,

Building(s) situated within the boundaries of Lessor's facility  
known as Crab Orchard National Wildlife Refuge, Carterville, Illinois,  
and designated below in Article ONE as shown upon Plan No. 6544-101.10  
(Area 6), copy of which is maintained at Refuge Headquarters;

for use as Explosive and Explosive Component storage and/or Explosives  
or Explosive Components distribution subject to the terms, conditions  
and reservations contained hereinafter in this lease, for a term beginning  
on the First Day of October, 1980, and ending on the Thirtieth Day of  
September, 1990, both dates inclusive on the following terms and conditions,  
to-wit:

ONE: Lessee shall pay to the Lessor rental to begin October 1, 1980,  
as computed in the igloo rental rate schedule attached hereto as page 1A  
which becomes a part and condition of this lease contract. Such rental  
shall be paid in equal monthly installments payable in advance on the  
first day of each and every month during the term of this lease. Such  
payment shall be made by Check, Postal Money Order or Bank Draft,  
payable to U.S. Fish and Wildlife Service, and forwarded to Project  
Manager, Crab Orchard National Wildlife Refuge, Post Office Box J,  
Carterville, Illinois 62918.

\*This lease is subject to a periodic rental rate adjustment after 9/30/81  
to reflect the fair market rate, and this rate shall be based upon  
rental surveys conducted by the Government or by Consumer Indexes for  
the local area for like facilities. This rental rate will be based upon  
the basic building structure without any improvements made or maintenance  
performed by the current Lessee. Rental rate adjustments will not be  
made more frequently than annually based upon either rental surveys  
conducted by the Government at five year intervals or by current annual  
Consumer Indexes. As periodic rental rate adjustments occur, the Lessor  
will be required to furnish a 3-month written notification to Lessee  
prior to effecting the new rental rate adjustment. Any new rental rate  
adjustment may be disputed in accordance with Paragraph Fourteen of this  
lease.

TWO: Lessee shall conduct monthly inspections of all explosives,  
explosive materials and/or explosive components in storage to assure  
safe conditions prevail. Deteriorated explosives, explosive materials  
and/or explosive components shall be disposed of immediately by the  
Lessee at a suitable location and by recognized, approved procedures if  
disposal (burning) is to be conducted on the refuge. Prior authorization  
from the Project Manager, Crab Orchard National Wildlife Refuge, must be  
obtained before any disposal (burning) is conducted on the refuge.  
Written documentation of monthly inspections performed and certification  
of safe conditions shall be provided the Project Manager within two  
weeks of each inspection.

IGLOO RENTAL RATE SCHEDULE

Annual Rental Computation - Effective October 1, 1980				
Building Designation	Building Sq. Ft.	Rate Per Sq. Ft.*	Annual Rental	Monthly Installment
FS-1-1	100	\$0.25	\$ 25.00	\$ 2.08
FS-1-2	100	0.25	25.00	2.08
FS-2-1	100	0.25	25.00	2.07
HE-1-2	1,069	0.25	267.25	22.28
HE-1-4	1,069	0.25	267.25	22.27
HE-1-5	1,069	0.25	267.25	22.27
HE-1-6	1,069	0.25	267.25	22.27
HE-1-7	1,069	0.25	267.25	22.27
HE-1-8	1,069	0.25	267.25	22.27
HE-1-9	1,069	0.25	267.25	22.27
HE-1-11	1,069	0.25	267.25	22.27
HE-2-3	1,069	0.25	267.25	22.28
HE-2-4	1,069	0.25	267.25	22.27
HE-2-6	1,069	0.25	267.25	22.27
HE-2-11	1,069	0.25	267.25	22.27
HE-2-12	1,069	0.25	267.25	22.27
HE-3-3	1,069	0.25	267.25	22.27
HE-3-4	1,069	0.25	267.25	22.27
HE-3-5	1,069	0.25	267.25	22.27
HE-3-6	1,069	0.25	267.25	22.27
HE-3-8	1,069	0.25	267.25	22.27
HE-3-9	1,069	0.25	267.25	22.28
HE-4-3	1,069	0.25	267.25	22.27
HE-4-4	1,069	0.25	267.25	22.27
HE-4-5	1,069	0.25	267.25	22.27
HE-4-6	1,069	0.25	267.25	22.27
HE-4-10	1,069	0.25	267.25	22.27
HE-4-11	1,069	0.25	267.25	22.28
HE-7-1	1,603	0.25	400.75	33.40
Totals	28,628	\$0.25	\$7,157.00	\$596.42

\*See Section ONE of Lease Contract for explanation.

Lessee: OLIN CORPORATION

Igloo Lease Contract No. 14-16-0003-81-506

THREE: The Lessee shall keep and maintain the buildings in a good state of repair and yield them in as good condition or better as the premises existed at commencement of this lease, ordinary wear and tear excepted. Exterior area adjacent to buildings shall be periodically maintained, in accordance with current Igloo Standards attached to and made part of this lease as Exhibit No. 1.

FOUR: Lessee agrees that in the event any property of the United States within the Crab Orchard Refuge, of which the leased premises constitute a part, is damaged or destroyed as a result of Lessee's use and occupancy of the leased premises, if so required by Lessor it shall be promptly repaired or replaced by Lessee to the satisfaction of Lessor, or in lieu of such replacement or repair, Lessee shall pay the Lessor money in an amount sufficient to compensate for the loss sustained by the United States by reason of damage to or destruction of property within the said Crab Orchard Refuge.

Lessee agrees to save Lessor harmless from any liability whatsoever because of accident or injury to persons occurring due to occupancy, use, or operation of said premises, and those resulting from the acts or omissions of the Lessee, its agents, or servants.

FIVE: In the occupation, use and operation of leased premises or any part thereof, Lessee agrees to comply with all applicable Federal, State, Municipal and local laws and the rules, regulations and requirements of any departments and Bureaus and all local ordinances and regulations, including rules, regulations and requirements issued by Lessor, its officers and employees pertaining to the protection, safety and maintenance of the Crab Orchard Refuge, of which the leased premises constitute a portion, and Lessee further agrees to indemnify and hold Lessor harmless from any liability or penalty which may be imposed by local, State or Federal authority or any department or Bureau thereof by reason of any assorted violation by Lessee of such laws, rules, orders, ordinances or regulations; provided, however, that nothing herein contained shall prohibit Lessee from contesting in good faith the validity of such laws, rules, orders, ordinance or regulations.

Lessee agrees to abide by all present and future State and Federal regulations pertaining to environmental protection. Any violation of such regulations not corrected within sixty (60) days after written notice is received shall constitute grounds for the Lessor to terminate this lease agreement for cause. In the event the Lessor determines that a condition created by action or inaction of the Lessee is seriously endangering plant, animal, or human populations, the Lessor may require the Lessee to stop operations immediately. Upon a determination of the Lessor that such emergency conditions have been corrected, Lessor may allow the Lessee to resume operations.

SIX: Should the Fish and Wildlife Service enter negotiations for a master industrial complex lease and in the event this lease is consummated, all current industrial leases with the Fish and Wildlife Service will be sublet and managed under the provisions of the master lease. The current leases control for the length of their term.

SEVEN: Lessee shall have all necessary and reasonable privileges of the use of established roads and highways as required in the use and occupation of the leased premises.

EIGHT: If the term of this lease contract extends beyond the current Government fiscal year, the Lessor's liability for furnishing facilities herein provided for is contingent upon the availability of appropriations for expenditures beyond such fiscal year.

NINE: During the term of this contract, the Lessee agrees to abide by the Nondiscrimination, Employment of the Handicapped, and the Disabled Veteran's and Veterans of the Vietnam Era, clauses as listed in Exhibit No. 2.

TEN: Except with the prior written consent of Lessor, Lessee shall not sublet any part of the premises or assign this lease or any of its rights hereunder or transfer, assign, mortgage or otherwise encumber any of the leased premises provided herein.

ELEVEN: The failure of Lessor to insist in any one or more instances upon performances of any of the terms, covenants or conditions of this lease shall not be construed as a waiver or relinquishment of the future performance of any such term, covenant, or condition, but Lessee's obligation with respect to such future performance shall continue in full force and effect.

TWELVE: Any notice or advice to or demand upon the Lessee shall be in writing and shall be deemed to have been given or made on the day when it is sent by certified mail (return receipt requested) or otherwise delivered in a manner which will objectively establish the date of receipt, to the Lessee, addressed to - OLIN CORPORATION  
Post Office Drawer G, Marion, IL 62959 -  
or at such other address as Lessee may hereafter from time to time specify in writing for such purpose. Any notice or advice to or demand upon the Lessor shall be in writing and shall be deemed to have been given or made when it is sent by certified mail (return receipt requested) or otherwise delivered in a manner which will objectively establish the date of receipt, to Lessor, addressed to Project Manager, United States Fish and Wildlife Service, Crab Orchard National Wildlife Refuge, Post Office Box J, Carterville, Illinois 62918, or at such other address as Lessor may hereafter from time to time specify in writing for such purposes.

THIRTEEN: It is further agreed that the Lessee shall have the option to terminate this lease in whole or in part, provided Lessee gives Lessor two (2) months written notice of such termination. Lessor shall have the option to terminate, in whole or in part, this lease for cause, upon 30 days notice to Lessee. Grounds for termination for cause include, but are not limited to, any violation by the Lessee of any of the terms, condition, or covenants of this lease or declaration of a National emergency.

FOURTEEN: Except as otherwise provided in this lease, any dispute concerning a question of fact arising under this lease which is not disposed of by agreement shall be decided by the Regional Director who shall reduce his decision to writing and mail or otherwise furnish a copy thereof to the Lessee. The decision of the Regional Director shall be final and conclusive unless, within 30 days from the date of receipt of such copy, the Lessee mails or otherwise furnishes to the Regional Director a written appeal addressed to the head of the agency involved. The decision of the head of the agency or his duly authorized representative for the determination of such appeals shall be final and conclusive. This provision shall not be pleaded in any suit involving a question of fact arising under this contract as limiting judicial review of any such decision to cases where fraud by such official or his representative or board is alleged: Provided, however, that any such decisions shall be final and conclusive unless the same is fraudulent or capricious or arbitrary or so grossly erroneous as necessarily to imply bad faith or is not supported by substantial evidence. In connection with any appeal proceeding under this clause, the Lessee shall be afforded an opportunity to be heard and to offer evidence in support of his appeal. Pending final decision of a dispute hereunder, the Lessee shall proceed diligently with the performance of this lease and in accordance with the Regional Director's decision.

This Disputes clause does not preclude consideration of questions of law in connection with decisions provided for in paragraph above. Nothing in this lease, however, shall be construed as making final the decision of any administrative official, representative, or board on a question of law.

FIFTEEN: In connection with the performance of work under this lease, the Lessee agrees not to employ any person undergoing sentence of imprisonment at hard labor except as provided by Public Law 89-176, September 10, 1965 (18 U.S.C. 4082(c)(2)) and Executive Order 11755, December 29, 1973.

SIXTEEN: Lessee warrants that it has not employed any person to solicit or secure this lease upon any agreement for a commission, percentage, brokerage or contingent fee.

SEVENTEEN: No member of or delegate to Congress or resident commissioner shall be admitted to any share or part of this lease or to any benefit that may arise therefrom, but this provision shall not be construed to apply to this lease if made with a corporation for its general benefit.

EIGHTEEN: It is understood and agreed by and between the parties hereto that this written instrument constitutes the full and complete record of this transaction and that no statements, representations, commitments, or agreements, whether oral or written, unless incorporated herein, or added hereto by properly executed amendment, shall be of any force and effect nor shall in any way operate to vary the terms hereof.

IN WITNESS WHEREOF, the parties hereto have subscribed their names as of the date above written.

UNITED STATES OF AMERICA  
Acting by and through the  
Secretary of the Interior

By James C. Guitman  
Acting Regional Director

In presence of:

Rodger Rodd  
Rodger Rodd

(Address)

J. E. Redden  
J. E. Redden  
Vice President, TSO  
(Lessee)

(If Lessee is a corporation complete the following certification.)

I, \_\_\_\_\_, certify that I am the \_\_\_\_\_  
of the corporation named as Lessee in this lease, that \_\_\_\_\_  
who signed said lease in behalf of the Lessee was then \_\_\_\_\_  
of said corporation and has authority to sign for said corporation; that  
said lease was duly signed for and in behalf of said corporation by  
authority of its governing body, and is within the scope of its corporate  
powers.

\_\_\_\_\_  
(Corporate or Notary Seal)



Igloo Maintenance Standards

Doors and Ventilators = Doors and ventilators shall be maintained by the Lessee. As rust appears, the Lessee shall paint these items with a dark brown, rust inhibitive paint.

Brushing = Brush and undergrowth shall be trimmed back from around the top ventilator. Brush, weeds, bushes, etc., shall be cut from the front of the igloo. As a minimum, grass shall be cut May 15 and August 1 each year in order to keep a neat appearance. Trees and brush on sides, back, and top (except around ventilator) shall be left as wildlife habitat.

Outside Storage and Litter = Ties, lumber, boards, pallets, metal ramps, etc., shall not be stored or left outside the igloo. All litter in the form of cans, paper, boxes, etc., shall also be removed and disposed of properly by the Lessee. The land surrounding an igloo shall be kept clear of all combustible materials for a distance of at least 25 feet. Combustible materials shall not be stored within 50 feet of igloos. Reference OSHA 29 CFR 1910.109(c)(5)(vii).

Igloo Numbering = The repainting of the igloo numbering systems shall be the responsibility of the Crab Orchard National Wildlife Refuge. Industries are encouraged to notify the Refuge if their igloo number needs repainting.

Igloo Inspection = Periodic inspections of the general maintenance and outside appearance of igloos shall be performed by Refuge personnel. Any discrepancies found or noted during these inspections shall be reported to the Lessee with a correction deadline date. Follow-up inspections will be performed to insure compliance.

NONDISCRIMINATION

SECTION I

Requirements Relating to Employment

and

Service to the Public

A. EMPLOYMENT: During the performance of this contract, the Lessee agrees as follows:

(1) The Lessee will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Lessee will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: Employment upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Lessee agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Secretary setting forth the provisions of this nondiscrimination clause.

(2) The Lessee will, in all solicitations or advertisements for employees placed by or on behalf of the Lessee, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

(3) The Lessee will send to each labor union or representative of workers with which the Lessee has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the Secretary, advising the labor union or workers' representative of the Lessee's commitments under Section 202 of Executive Order 11246 of September 24, 1965, as amended by Executive Order 11375 of October 13, 1967, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The Lessee will comply with all provisions of Executive Order No. 11246 of September 24, 1965, as amended by Executive Order No. 11375 of October 13, 1967, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(5) The Lessee will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, as amended by Executive Order No. 11375 of October 13, 1967, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to the Lessee's books, records, and accounts by the Secretary of the Interior and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(6) In the event of the Lessee's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be cancelled, terminated, or suspended in whole or in part and the Lessee may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, as amended by Executive Order No. 11375 of October 13, 1967, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(b) The contractor agrees that all suitable employment openings of the contractor which exist at the time of the execution of this contract and those which occur during the performance of this contract, including those not generated by this contract and including those occurring at an establishment of the contractor other than the one wherein the contract is being performed but excluding those of independently operated corporate affiliates, shall be listed at an appropriate local office of the State employment service system wherein the opening occurs. The contractor further agrees to provide such reports to such local office regarding employment openings and hires as may be required.

State and local government agencies holding Federal contracts of \$10,000 or more shall also list all their suitable openings with the appropriate office of the State employment service, but are required to provide those reports set forth in paragraphs (d) and (e).

(c) Listing of employment openings with the employment service system pursuant to this clause shall be made at least concurrently with the use of any other recruitment source or effort and shall involve the normal obligations which attach to the placing of a bona fide job order, including the acceptance of referrals of veterans and non-veterans. The listing of employment openings does not require the hiring of any particular job applicant or from any particular group of job applicants, and nothing herein is intended to relieve the contractor from any requirements in Executive orders or regulations regarding nondiscrimination in employment.

(d) The reports required by paragraph (b) of this clause shall include, but not be limited to, periodic reports which shall be filed at least quarterly with the appropriate local office or, where the contractor has more than one hiring location in a State, with the central office of that State employment service. Such reports shall indicate for each hiring location (1) the number of individuals hired during the reporting period, (2) the number of nondisabled veterans of the Vietnam era hired, (3) the number of disabled veterans of the Vietnam era hired, and (4) the total number of disabled veterans hired. The reports should include covered veterans hired for on-the-job training under 38 U.S.C. 1787. The contractor shall submit a report within 30 days after the end of each reporting period wherein any performance is made on this contract identifying data for each hiring location. The contractor shall maintain at each hiring location copies of the reports submitted until the expiration of one year after final payment under the contract, during which time these reports and related documentation shall be made available, upon request, for examination by any authorized representatives of the contracting officer or of the Secretary of Labor. Documentation would include personnel records respecting job openings, recruitment, and placement.

(e) Whenever the contractor becomes contractually bound to the listing provisions of this clause, it shall advise the employment service system in each state where it has establishments of the name and location of each hiring location in the state. As long as the contractor is contractually bound to these provisions and has so advised the State system, there is no need to advise the State system of subsequent contracts. The contractor may advise the State system when it is no longer bound by this contract clause.

(f) This clause does not apply to the listing of employment openings which occur and are filled outside the 50 states, the District of Columbia, Puerto Rico, Guam, and the Virgin Islands.

(g) The provisions of paragraphs (b), (c), (d), and (e) of this clause do not apply to openings which the contractor proposes to fill from within his own organization or to fill pursuant to a customary and traditional employer-union hiring arrangement. This exclusion does not apply to a particular opening once an employer decides to consider applicants outside of his own organization or employer-union arrangement for that opening.

#### EMPLOYMENT OF THE HANDICAPPED

- (a) The Contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. The contractor agrees to take affirmative action to employ, advance in employment and otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicap in all employment practices such as the following: employment, upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
- (b) The contractor agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Rehabilitation Act of 1973, as amended.
- (c) In the event of the contractor's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with the rules, regulations and relevant orders of the Secretary of Labor issued pursuant to the Act.
- (d) The contractor agrees to post in conspicuous places, available to employee and applicants for employment, notices in a form to be prescribed by the Director, Office of Federal Contract Compliance Program, Department of Labor, provided by or through the contracting officer. Such notices shall state the contractor's obligation under the law to take affirmative action to employ and advance in employment qualified handicapped employees and applicants for employment, and the rights of applicants and employees.
- (e) The contractor will notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the contractor is bound by the terms of Section 503 of the Act and is committed to take affirmative action to employ and advance in employment physically and mentally handicapped individuals.
- (f) The contractor will include the provisions of this clause in every subcontract or purchase order of \$2,500 or more unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 503 of the Act, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the Director, Office of Federal Contract Compliance Programs, may direct to enforce such provisions, including action for noncompliance.

AMENDMENT NO. 1 TO IGLOO LEASE CONTRACT NO. 14-16-0003-81-506

- OLIN CORPORATION -

IGLOO LEASE CONTRACT NO. 14-16-0003-81-506, issued  
Oct. 1, 1980, between Olin Corporation,  
and the United States of America, is hereby amended as follows:

Page 1 - Clause ONE - 2nd Paragraph - Line Number 6 of this paragraph:  
Delete entire third sentence and replace with the following  
sentence:

Rental rate adjustments will be made no more frequently  
than annually and will be based upon rental rate surveys  
conducted by the Government at least every five (5) years.

Page 2 - Clause FIVE - 2nd Paragraph - Line Number 4 of this clause:  
Between words "received" and "shall" insert:

", unless within that time the Lessee demonstrates to the  
Lessor's satisfaction that the Lessee is contesting the  
violation and has reasonable grounds for the contest,"

Page 2 - Clause SIX - Line Number 2 of this clause: Insert "master"  
between "this" and "lease".

Page 2 - Clause SIX - Line Number 3 of this clause: Delete words "all  
current industrial leases" and insert "this igloo lease".

Page 2 - Clause SIX - Line Number 5 of this clause: Delete last sentence  
of paragraph and insert: "However, this igloo lease controls  
for the length of its term."

Page 3 - Clause TWELVE - Line Number 3 of this clause: Delete words  
"it is sent" and insert "it is received", and on Line Number 10  
of this clause: Delete word "sent" and insert "received".

Page 3 - Clause THIRTEEN - Line Number 7 of this clause: After word  
"lease", insert: "which have not been cured in the time allowed,"

Page 4 - Clause FIFTEEN: Delete present clause in its entirety and  
insert new clause below:

" FIFTEEN: Lessee is granted the option to renew this  
lease under terms and conditions specified at the time of  
renewal by the Lessor, subject to the conditions that:  
1) the access facilities at the refuge are adequate and  
will remain serviceable for the term of the renewal

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period without necessitating major rehabilitation, maintenance, or repair, and 2) the Lessee is in compliance with the existing lease and applicable Federal and State laws, including any permits thereunder, and 3) that sufficient funds are available to the Lessor to continue operating the industrial program.

This renewal option is for an additional period of ten (10) years and may be exercised by written notice to the Lessor given no later than 180 days prior to the expiration of this lease. Lessor, within 90 days after receipt of the Lessee's written notice to renew the lease, will provide the Lessee with the terms and conditions of the renewed lease.

Should the Fish and Wildlife Service decide to re-lease the premises at the end of the lease term or at the end of any renewal option, the Lessee shall be granted the right of first refusal to re-lease the premises under terms and conditions specified by Lessor at that time, subject to the same conditions contained in the first paragraph of this clause, above.

ALL OTHER provisions and conditions of the original igloo lease contract, except as amended, shall remain in full force and effect.

United States of America  
Acting by and through  
The Secretary of the Interior

By James C. Gutman  
acting Regional Director

Effective Date:

JUNE 1, 1982

By [Signature]  
(Lessee)

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AMENDMENT NO. 2 TO IGLOO LEASE CONTRACT NO.

14-16-0003-81-506

- OLIN CORPORATION -

IGLOO LEASE CONTRACT NO. 14-16-0003-81-506, issued October 1, 1980, between Olin Corporation, and the United States of America, is hereby amended as follows:

PAGE 1 of PAGE 1A - IGLOO RENTAL RATE SCHEDULE:

"DELETE:

--Igloo No. FS-1-1, 100 Sq.Ft.  
--Igloo No. FS-1-2, 100 Sq.Ft.  
--Igloo No. FS-2-1, 100 Sq.Ft.

ADJUST:

Annual Rental Computation Totals:

From: Building Sq.Ft. 28,628 @ \$0.25 per Sq.Ft.,  
Annual Rental: \$7,157.00, Monthly Installment: \$596.42,  
To: Building Sq.Ft. 28,328 @ \$0.25 per Sq.Ft.,  
Annual Rental: \$7,082.00, Monthly Installment: \$590.17."

ALL OTHER provisions and conditions of the original igloo lease contract, except as amended, shall remain in full force and effect.

United States of America  
Acting by and through  
The Secretary of the Interior

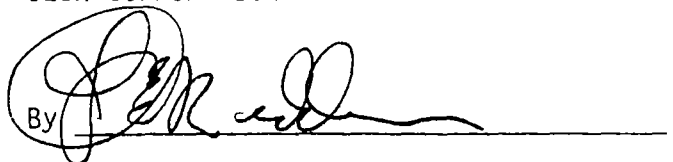
By

  
Acting Regional Director

Effective Date:

March 1, 1985

OLIN CORPORATION

By 

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AMENDMENT NO. 3 TO IGLOO LEASE CONTRACT NO. 14-16-0003-81-506

OLIN CORPORATION

IGLOO LEASE CONTRACT NO. 14-16-0003-81-506, issued October 1, 1980, between Olin Corporation, and the United States of America, is hereby amended as follows:

PAGE 1 of PAGE 1A - IGLOO RENTAL RATE SCHEDULE:

"DELETE":

--Igloo No. HE-1-5, 1,069 Sq.Ft.

"ADJUST:

--Annual Rental Computation Totals:

From: Building Sq.Ft. 28,328 @ \$0.25 per Sq.Ft.

Annual Rental: \$7,082.00 Monthly Installment: \$590.17,

To: Building Sq.Ft. 27,259 @ \$0.25 per Sq.Ft.

Annual Rental: \$6,814.75 Monthly Installment: \$567.90"

ALL OTHER provisions and conditions of the original igloo lease contract, except as amended, shall remain in full force and effect.

United States of America  
Acting by and through  
The Secretary of the Interior

By

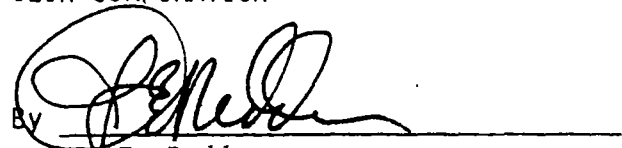
  
Regional Director

Effective Date:

JULY 1, 1985

OLIN CORPORATION

By

  
J. E. Redden  
Vice President, Defense Operations

000218



AMENDMENT NO. 4 TO IGLOO LEASE CONTRACT NO. 14-16-0003-81-506

OLIN CORPORATION

IGLOO LEASE CONTRACT NO. 14-1-6-0003-81-506, issued October 1, 1980, between Olin Corporation, and the United States of America, is hereby amended as follows:

PAGE 1 of PAGE 1A - IGLOO RENTAL RATE SCHEDULE:

"DELETE:"

-- Igloo No. HE-2-12, 1,069 sq. ft.

"ADD:"

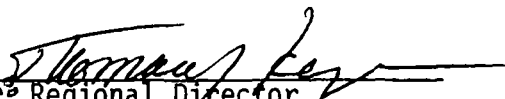
-- Igloo No. HE-5-4, 1,069 sq. ft.

--No Rental Computation Adjustments necessary--

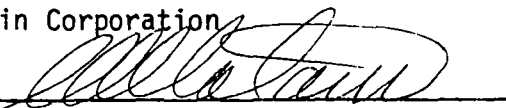
ALL OTHER provisions and conditions of the original Igloo lease contract, except as amended, shall remain in full force and effect.

United States of America  
Acting by and through  
The Secretary of the Interior

Effective Date:  
December 1, 1986

By   
Acting Regional Director

Olin Corporation

By 

000220

AMENDMENT NO. 5 TO IGLOO LEASE CONTRACT NO. 14-16-0003-81-506

OLIN CORPORATION

IGLOO LEASE CONTRACT NO. 14-16-0003-81-506, issued October 1, 1980, between Olin Corporation, and the United States of America, is hereby amended as follows:

PAGE 1 of PAGE 1A - IGLOO RENTAL RATE SCHEDULE:

"ADD:"

--Igloo No. HE-6-5, 1,603 sq. ft.  
Igloo No. HE-6-6, 1,603 sq. ft.  
Igloo No. HE-6-7, 1,603 sq. ft.  
Igloo No. HE-7-6, 1,603 sq. ft.  
Igloo No. HE-7-7, 1,603 sq. ft.  
Igloo No. HE-7-8, 1,603 sq. ft.

"ADJUST:"

-- Annual Rental Computation Totals:

"From: Building Sq. Ft. 27,259 @\$0.25 per Sq. Ft.  
Annual Rental: \$6,814.75; Monthly Installment: \$567.90

To: Building Sq. Ft. 36,877 @\$0.25 per Sq. Ft.  
Annual Rental: \$9,219.25; Monthly Installment: \$768.27"

ALL OTHER provisions and conditions of the original igloo lease contract, except as amended, shall remain in full force and effect.

UNITED STATES OF AMERICA  
Acting by and Through  
The Secretary of the Interior

By John P. Powowski  
Acting Regional Director

Effective date:  
March 1, 1987

OLIN CORPORATION

By [Signature]

000221

BUILDING LEASE

Contract No. 14-16-0003-81-517

by and between

U. S. Fish and Wildlife Service

and

OLIN CORPORATION

000222

Lease Contract

THIS LEASE, made and entered into as of the 1st Day of October, 1980, by and between the UNITED STATES OF AMERICA, acting by and through the U.S. Fish and Wildlife Service, of the U.S. Department of the Interior, hereinafter referred to as the LESSOR, under and pursuant to the authority contained in 61 Stat. 770 (1947), 16 U.S.C. 666f, g, and

- OLIN CORPORATION -

a corporation, organized and existing under the laws of Illinois, licensed to do business in Illinois, occupying rental space in the Crab Orchard National Wildlife Refuge industrial area with business address as Post Office Drawer G - Marion, Illinois 62959 - hereinafter referred to as the LESSEE.

WITNESSETH, that said Lessor does by these presents lease unto the said Lessee the following described real estate and premises, situated in the County of Williamson and State of Illinois, to-wit:

Building(s) situated within the boundaries of Lessor's facility known as Crab Orchard National Wildlife Refuge, Carterville, Illinois, and designated as Building(s) (SEE PAGE 1A) on Lessor's Illinois Ordnance Plant Layout Plan No. 6544-101.11, a copy of which is on file at the Refuge Headquarters for reference;

for use in manufacturing and/or cold storage, as specified by and under terms authorized by Lessor, together with all tenements, appurtenances, and improvements thereon or thereunto belonging, and together with any and all additions, improvements, betterments or replacements to said land and the building(s) situated thereon made during the term of this lease, for use as business property and also subject to terms or conditions hereinafter referred to in this lease contract, for a term beginning on the First Day of October, 1980, and ending on the Thirtieth Day of September, 1990, both dates inclusive on the following terms and conditions, to-wit;

ONE: Lessee shall pay to the Lessor rental to begin October 1, 1980, as computed in the rental rate schedule attached hereto as page 1A which becomes a part and condition of this lease contract. Such rental to be paid in equal monthly installments payable in advance on the first day of each and every month during the term of this lease, commencing October 1, 1980. Such payment shall be made by Checks, Postal Money Order or Bank Draft, payable to the U. S. Fish and Wildlife Service, and forwarded to Project Manager, Crab Orchard National Wildlife Refuge, Post Office Box J, Carterville, Illinois 62918.

\*This lease is subject to a periodic rental rate adjustment after October 1, 1982 to reflect the fair market rate in the local area for like facilities. This rental rate will be based upon the basic building without any improvements made or maintenance performed by the current Lessee. Rental rate adjustments will be made no more frequently than annually and will be based upon either rental rate surveys conducted by the Government at five year intervals, or, by current annual Consumer Indexes. (As periodic rental rate adjustments occur, the Lessor will be required to furnish a 3-month written notification to Lessee prior to effecting the new rental rate adjustment.) Any new rental rate adjustment may be disputed in accordance with Paragraph 23 of this lease.

New Construction: Effective October 1, 1980, no new construction rates will be assessed the Lessee; however, new construction will be amortized by the Lessee over a maximum life span of ten (10) years from date construction is completed and/or occupancy by Lessee, whichever is sooner, in any event no later than September 30, 1990. This condition applies to all present or future new construction or new building modifications, and to any "new" construction and/or building modifications not older than 10 years on the effective date of this lease. After the ten (10) year period above or after September 30, 1990, whichever comes first, the new applicable rental rate will apply and be assessed the Lessee.

000223

# RENTAL RATE SCHEDULE

--

Effective October 1, 1980

Building Designation	Building Sq.Ft.	Type of Use**	Full Insurable Replacement Value	Annual Rental Computation						
				Dates		Type of Use**	Total Sq. Ft.	Rate/Sq.Ft./Year*	Annual Rental	Monthly Installment
				From	To					
IN-1-2	10,250	CS	\$43,000							
IN-3-3	10,250	CS	43,000							
IN-4-1	10,250	CS	43,000	10/1/80	9/30/81	CS	41,000	\$0.35	\$14,350.00	\$1,195.83
IN-4-5	10,250	CS	43,000	Effective 10/1/81	----	CS	41,000	\$0.45	\$18,450.00	\$1,537.50
Illinois Ordnance Plant Layout Plan(s) No.(s) Reference(s):										
6544-101.11										
Industry Name: OLIN CORPORATION										
Lease Contract No.: 14-16-0003-81-517										
				*See Section ONE of Lease Contract for explanation. ***"M" Designates rental space utilized for "Manufacturing" and rental rates assessed accordingly. "CS" Designates rental space utilized for "Cold Storage" and rental rates assessed accordingly. PAGE 1 of PAGE 1A						

1A

000224

TWO: Lessor, by a five (5) day notice in writing, may terminate this lease in the event (a) a receiver or trustee is appointed for Lessee or its property, or Lessee make an assignment for the benefit of creditors, or Lessee becomes insolvent, or a petition is filed by or against Lessee pursuant to any of the provisions of the United States Bankruptcy Act, as amended for the purpose of adjudicating Lessee a bankrupt, or for the reorganization of Lessee, or for the purpose of effecting a composition or rearrangement with Lessee's creditors, and any such petition filed against Lessee is not dismissed within sixty (60) days; or (b) of any violation of any of the terms, conditions or covenants of this lease and the failure of Lessee to cure such violation within five (5) days from the giving of a written notice thereof by Lessor to Lessee. Upon expiration or termination of this lease, Lessor shall have the right to invoke any remedy permitted by law or in equity for the protection of its interests hereunder, and Lessee hereby expressly waives all rights which it may have to redeem or to be served with any further notice of Lessor's intention to cancel or terminate this lease other than as herein provided. In the event that this lease is terminated by reason of the violation by Lessee of any of its terms, conditions or covenants, Lessor shall have the right to sue for and recover all unpaid rents and damages accrued or accruing under this lease or arising out of any violation thereof. If default be made in the payment of the above rent, or any part thereof, or in any of the covenants herein contained to be kept by the Lessee, Lessor may at any time, at its election, upon five (5) days written notice to Lessee, demand possession of and re-enter said premises, or any part thereof, with or without process of laws, and remove Lessee or any persons occupying the same without releasing Lessee from its obligations to pay rent and all other sums as the same become due and payable until the expiration of the term of this lease. Provided such five (5) days notice shall have been given as provided in the next preceding sentence, nothing contained in this paragraph shall limit the rights of Lessor to any of the remedies that would otherwise be available to Lessor under the Landlord and Tenant Act of the State of Illinois.

THREE: Lessee shall have the option to terminate this lease, upon three (3) months written notice to the Lessor of such termination. Lessor shall have the option to terminate this lease for cause upon 30 days notice to Lessee. Grounds for termination for cause include, but are not limited to, any violation by the Lessee of any of the terms, conditions or covenants of this lease or declaration of a national emergency.

FOUR: Lessee has inspected and knows the condition of the leased premises and it is understood that the leased premises are hereby leased to Lessee without any obligation on the part of Lessor to make any alterations, repairs, or additions thereto except as hereinunder in this agreement provided.

FIVE: Lessee shall not make any additions, improvements or alterations to the leased premises, without the prior written consent of Lessor. Additions, improvements or alterations include, but are not limited to, such actions as altering the construction of the floors, walls, columns or ceilings. Any additions, improvements, alterations, or replacements made by the Lessee to the leased premises, such as but not limited to, floor covering, insulation, panelling or other wall or ceiling finishing, installed lighting or plumbing fixtures, or partitions attached to the walls, ceiling, or floor, and all other similar additions, shall upon their addition become the property of the Lessor, and shall not be removed from the leased premises by the Lessee either during the life of the Lease or thereafter. However, the Lessee shall have the right to install such machinery, equipment, or furniture upon the leased premises as may, in the Lessee's opinion, be necessary for the proper use thereof, and upon the expiration, termination, or cancellation of the Lease, or within such reasonable time thereafter as may be allowed by the Lessor, Lessee may remove such machinery, equipment, or furniture; provided, however, that all expenses in connection with such installations or such removals shall be paid by the Lessee; and provided further, that the Lessee shall, at its own expense, promptly repair any damage to the leased premises caused by such installations or removals. For the time which may be accorded by Lessor within which Lessee may remove its

property from the demised premises or in the event Lessee shall pay Lessor double rental per day, computed from the date of expiration, termination or cancellation of the term of this lease, to and including the date of Lessee's vacation, removal of Lessee's property from the demised premises, or to and including the date of completion of repairs necessitated by such removal, whichever is later; provided, however, Lessee shall during the said period continue to be bound by its covenants and agreements (except as to rental provide in paragraph ONE hereof) as herein contained with respect to the demised premises, and to Lessor, notwithstanding the expiration, termination or cancellation of the term of this lease. In the event Lessee shall hold over after the expiration of the term above demised for a sufficient period of time to create a renewal of this lease by operation of law, then any renewal or future right of possession not evidenced by a written mutually executed instrument, shall be a tenancy from calendar month to calendar month.

SIX: Lessee shall use reasonable care in the occupation and use of the leased premises and shall at all times, during the term of this lease, keep and maintain the same in good state of repair; Lessee shall, at his own expense, make all repairs and perform all maintenance necessary to keep the premises at all times in as good condition as at the beginning of the term of this lease, and upon the expiration or termination of this lease, except as provided in paragraph FOUR hereof Lessee shall yield and place Lessor in peaceful possession of the leased premises free and clear of any liens, claims or encumbrances and in as good condition as the premises existed at the commencement of this lease, ordinary wear and tear excepted. The attached "Building Maintenance Standards" listed in Exhibit No. 1 will apply during the term of this lease.

SEVEN: If Lessee shall fail or neglect to remove its property or restore the leased premises within the time above provided, then Lessor may cause such property to be removed and the leased premises to be so restored, and the cost of such removal and restorations shall be paid by Lessee to Lessor on demand, and no claims for damages against Lessor or its officers, agents, contractors, or employees shall be created or made on account of such removal and restoration. If property remains beyond 60-day termination period, it will become the property of the United States.

The Lessee shall furnish and keep in force a performance bond with a Surety Company acceptable to the Secretary of the Treasury conditioned upon the faithful performance of this paragraph, in the amount of \$2,000.00. Performance bond will be delivered to the Lessor prior to and as a condition of approval of this lease by Lessor.

EIGHT: Lessor or its designated representative shall have the right to inspect the leased premises at all reasonable times during the term of this lease.

NINE: Lessee shall, at all times during the term of this lease, exercise due diligence in the protection of the leased premises against damage or destruction by fire, windstorm, or other hazards, and shall, at its own cost, procure and maintain insurance against such loss or damage equal to the full insurable replacement value of said premises as established by the U.S. Fish and Wildlife Service, in such companies as Lessor shall approve. If said premises are damaged or destroyed thereby, Lessor may elect whether to require that Lessee immediately, at its own cost, repair or rebuild said premises to place them in as good and tenantable condition as prior to said damage or destruction, in which case Lessee shall then be entitled to all moneys received under the insurance policies for application against the cost of repairing or rebuilding said premises. In the alternative; Lessor elects not to require repair of damage, Lessor shall be entitled to all monies received under the insurance policies as compensation.

Lessee agrees that in the event any property of the United States within the Crab Orchard Refuge, of which the leased premises constitute a part, is damaged or destroyed as a result of Lessee's use and occupancy of the leases premises, if so required by Lessor it shall

be promptly repaired or replaced by Lessee to the satisfaction of Lessor, or in lieu of such repair or replacement, Lessee shall pay the Lessor money in an amount sufficient to compensate for the loss sustained by the United States by reason of damage to or destruction of property within the said Crab Orchard Refuge.

Lessee agrees to save Lessor harmless from any liability whatsoever because of accident or injury to persons occurring due to the occupancy, use, or operation of said premises, and those resulting from the acts or omissions of the Lessee, its agents, or servants.

Lessee agrees to procure and maintain, at its own cost, public liability, personal injury and property damage insurance with coverage of at least \$300,000 and \$100,000 respectfully.

The policies evidencing all types of insurance coverage required by Lessor shall name Lessor as an additional named insured. Lessee shall furnish to the Lessor such evidence as is necessary to show compliance with said requirement within 60 days from the effective date of this contract.

In the event Lessee fails to maintain any such insurance or fails to pay any of the premiums when due, Lessor may at its option procure such insurance and pay any delinquent premiums, and Lessee hereby agrees to reimburse Lessor immediately thereafter for any such cost, which amount is hereby declared to be additional rental becoming immediately due and payable.

TEN: Lessee agrees that if the premises shall be destroyed or damaged by causes relating to the use of the building for the Lessee's official business or any other cause (including fire), as to be untenable and unfit for occupancy, such fact shall not affect the provisions of this lease; and the Lessee hereby waives all rights to quit and surrender possession of the premises in such event and thereby to relieve itself of the payment of rent subsequent to the date of such surrender, and expressly agrees that its obligations hereunder, including the payment of rent, shall continue the same as though said building had not been destroyed or injured. When said premises have been entirely repaired or rebuilt or compensation has been paid to the satisfaction of the Lessor, the Lessee shall then have the cancellation option under the terms herein provided for.

ELEVEN: Lessee shall have all necessary and reasonable privileges of the use of established roads and highways as required in the use and occupation of the leased premises.

TWELVE: (a) Lessor is now providing and maintaining fire protection services for certain areas of the Crab Orchard Refuge, including the area in which the leased premises are located. However, it is understood and agreed between the parties hereto that Lessor at its option and upon not less than thirty (30) days notice in writing to Lessee, may discontinue or suspend such services, in any or all of the Crab Orchard Refuge including the area in which the leased premises are located; and that the discontinuance or suspension of any or all of such services shall not constitute a reason or basis for adjustment or change in the amount of rental to be paid by Lessee as provided for herein, or for adjustment or change in any of the other terms hereof.

(b) Lessor has the facilities for furnishing one or more of the following services, to-wit: (1) water, and (2) sewage disposal to certain buildings and areas in the Crab Orchard Refuge. Lessor's ability to furnish such services is dependent upon and limited to the present existing facilities for the production, processing and distribution of such services, and it is understood and agreed by the parties hereto that Lessor will not enlarge or extend such facilities to permit a different production, processing and distribution than is possible as the facilities now exist, but that Lessee with the prior written approval of Lessor and at Lessee's expense, may enlarge, extend or alter such facilities to permit different or additional services. Within the limits of its authority and funds available, therefore, Lessor agrees to



furnish any one or more of such services, if requested by Lessee to do so, to the leased premises if the present facilities are sufficient to furnish the service requested. In the event Lessor does furnish any of the above named services to the leased premises Lessee hereby agrees to pay Lessor for such services, for the period furnished, on the basis of rates and charges fixed, therefore, by Lessor. Water and sewer rates are to be comparable with the rates charged by neighboring cities. The water and sewer rates are to be adjusted by October 1, 1980 and re-evaluated every three years thereafter. It is agreed between the parties hereto, however, that in the event Lessor shall sell, lease, or otherwise dispose of the facilities for the production, processing and distribution or otherwise furnishing of water and sewage disposal services, or any of them, Lessor shall require the purchaser or grantee of the facility transferred to agree to furnish, or continue furnishing, service if requested by Lessee to do so, and thereupon Lessor's liability in relation to the furnishing of such services shall cease, and Lessor shall in no way be liable thereafter for the furnishing of such services. Lessee further agrees to pay Lessor for any other service rendered to Lessee including rehabilitation, alteration, or repair of the leased premises, as may be agreed upon between the parties hereto.

(c) If the term of this contract extends beyond the current Government fiscal year, the Lessor's liability for furnishing services and facilities herein provided for is contingent upon the availability of appropriations for expenditures beyond such fiscal year.

THIRTEEN: In the occupation, use and operation of the leased premises or any part thereof, Lessee agrees to comply with all applicable Federal, State, municipal and local laws and the rules, regulations and requirements of any departments and Bureaus and all local ordinances and regulations, including rules, regulations and requirements issued by Lessor, its Officers and employees pertaining to the protection, safety and maintenance of the Crab Orchard Refuge, of which the leased premises constitute a portion, and Lessee further agrees to indemnify and hold Lessor harmless from any liability or penalty which may be imposed by local or State authority or any department or Bureau thereof by reason of any assorted violation by Lessee of such laws, rules, orders, ordinances or regulations; provided, however, that nothing herein contained shall prohibit Lessee from contesting in good faith the validity of such laws, rules, orders, ordinance or regulations.

Lessee agrees to abide by all present and future State and Federal regulations pertaining to environmental protection. Any violation of such regulations not corrected within sixty (60) days after written notice is received shall constitute grounds for the Lessor to terminate this lease agreement for cause. In the event the Lessor determines that a condition created by action or inaction of the Lessee is seriously endangering plant, animal, or human populations, the Lessor may require the Lessee to stop operations immediately. Upon a determination of the Lessor that such emergency conditions have been corrected, Lessor may allow the Lessee to resume operations.

FOURTEEN: During the term of this lease, the Lessee agrees to abide by the Nondiscrimination, Employment of the Handicapped, the Disabled Veterans and Veterans of the Vietnam Era, clauses as listed in Exhibit No. 2.

FIFTEEN: Except with the prior written consent of Lessor, Lessee shall not sublet any part of the premises or assign this lease or any of its rights hereunder or transfer, assign, mortgage or otherwise encumber any of the leased premises provided, however, that this paragraph shall not prohibit Lessee for its own account or under such other arrangements as it may deem desirable without any expense to Lessor, from dispensing and selling food, soft drinks, tobacco products, confectionary and similar articles to employees of Lessee on the premises.

SIXTEEN: Subject to the provisions of paragraph FIFTEEN hereof, this lease shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto.

SEVENTEEN: Lessee warrants that is has not employed any person to solicit or secure this lease upon any agreement for a commission, percentage, brokerage or contingent fee.

EIGHTEEN: The failure of Lessor to insist in any one or more instances upon performances of any of the terms, covenants or conditions of this lease shall not be construed as a waiver or relinquishment of the future performance of any such term, covenant, or condition, but Lessee's obligation with respect to such future performance shall continue in full force and effect.

NINETEEN: No member of or delegate to Congress or resident commissioner shall be admitted to any share or part of this lease or to any benefit that may arise therefrom, but this provision shall not be construed to apply to this lease if made with a corporation for its general benefit.

TWENTY: Any notice or advice to or demand upon the Lessee shall be in writing and shall be deemed to have been given or made on the day when it is sent by certified mail (return receipt requested) or otherwise delivered in a manner which will objectively establish the date of receipt, to the Lessee, addressed to

- Post Office Drawer G - Marion, Illinois 62959 -

or at such other address as Lessee may hereafter from time to time specify in writing for such purpose. Any notice or advice to or demand upon the Lessor shall be in writing and shall be deemed to have been given or made when it is sent by certified mail (return receipt requested) or otherwise delivered in a manner which will objectively establish the date of receipt, to Lessor, addressed to Project Manager, United States Fish and Wildlife Service, Crab Orchard National Wildlife Refuge, Post Office Box J, Carterville, Illinois 62918, or at such other address as Lessor may hereafter from time to time specify in writing for such purposes.

TWENTY-ONE: It is agreed between the parties hereto that water, sewer, gas, and electric lines and other utility or service installations or equipment, which are part of a general distribution system and which enter upon or cross the leased premises, either under, on, or above surface, are specifically exempted from and not included as a part of the leased premises. Lessee agrees that Lessor or its representatives, may at any time enter upon the leased premises for the purpose of performing repairs, maintenance, or replacement work on said utility installations, equipment and systems.

TWENTY-TWO: In connection with the performance of work under this Lease, the Lessee agrees not to employ any person undergoing sentence of imprisonment at hard labor except as provided by Public Law 89-176, September 10, 1965 (18 U.S.C. 4082(c)(2)) and Executive Order 11755, December 29, 1973.

TWENTY-THREE: Except as otherwise provided in this contract, any dispute concerning a question of fact arising under this Lease which is not disposed of by agreement shall be decided by the Regional Director, who shall reduce his decision to writing and mail or otherwise furnish a copy thereof to the Lessee. The decision of the Regional Director shall be final and conclusive unless, within 30 days from the date of receipt of such copy, the Lessee mails or otherwise furnishes to the Regional Director a written appeal addressed to the head of the agency involved. The decision of the head of the agency or his duly authorized representative for the determination of such appeals shall be final and conclusive. This provision shall not be pleaded in any suit involving a question of fact arising under this lease as limiting judicial review of any such decision to cases where fraud by such official or his representative or board is alleged: Provided, however, That any such decisions shall be final and conclusive unless the same is fraudulent or capricious or arbitrary or so grossly erroneous as necessarily to imply bad faith or is not supported by substantial evidence. In connection with any appeal proceeding under this clause, the Lessee shall be afforded an opportunity to be heard and to offer evidence in support of his appeal. Pending final decision of a dispute hereunder, the Lessee shall proceed diligently with the performance of the Lease and in accordance with the Regional Director's decision.

This disputes clause does not preclude consideration of questions of law in connection with decisions provided for in paragraph above. Nothing in this Lease, however, shall be construed as making final the decision of any administrative official, representative, or board on a question of law.

TWENTY-FOUR: It is understood and agreed by and between the parties hereto that the within instrument constitutes the full and complete record of this transaction and that no statements, representations, commitments, or agreements, whether oral or written, unless incorporated herein, or added hereto by properly executed amendment, shall be of any force and effect nor shall in any way operate to vary the terms hereof.

TWENTY-FIVE: Should the Fish and Wildlife Service enter negotiations for a master industrial complex lease and in the event this lease is consumated, all current industrial leases with the Fish and Wildlife Service will be sublet and managed under the provisions of the master lease. The current leases control for the length of their term.

IN WITNESS WHEREOF, the parties hereto have subscribed their names as of the date above written.

UNITED STATES OF AMERICA  
Acting by and through the  
Secretary of the Interior

By James C. Gutzman  
Acting Regional Director

In presence of:  
Rodger Rodd  
Rodger Rodd

(Address)

J. E. Redden  
Vice President, TSO

(Lessee)

(If Lessee is a corporation complete the following certification.)

I, \_\_\_\_\_, certify that I am the \_\_\_\_\_  
of the corporation named as Lessee in this lease, that \_\_\_\_\_  
who signed said lease in behalf of the Lessee was then \_\_\_\_\_  
of said corporation and has authority to sign for said corporation; that  
said lease was duly signed for and in behalf of said corporation by  
authority of its governing body, and is within the scope of its corporate  
powers.

\_\_\_\_\_  
(Corporate or Notary Seal)

### Building Maintenance Standards

The "Building Maintenance Standards" listed below establish criteria for inspection and evaluation of industrial operations. All federal, state, county and local laws, regulations and directives shall remain in effect and apply as applicable to industrial operations. These standards do not exempt any industrial operations from compliance to other applicable laws, regulations and directives governing their operation.

Roofs and Ventilators = Roofs and ventilators shall be coated or painted to prevent deterioration and leakage into buildings. As rust appears, patching and/or painting shall be required. On the average, it shall be necessary to recoat roofs on 5-year intervals.

Building Wall Exteriors = The same provisions as indicated for roofs shall apply to the exterior walls of leased buildings.

Wooden Doors and Frame Work = As wood portions deteriorate, it shall be the responsibility of the Lessee to take the necessary action to repair, repaint, and/or replace any portions of overhead doors, office doors, window framing, door framing, etc.

Windows = All windows shall be maintained in a good state of repair. As breakage or cracks and holes occur, it shall be the Lessee's responsibility to repair or replace as conditions warrant. Caulking and weatherstripping shall be performed as necessary.

Underpinning = Some buildings may require underpinning. For those buildings, all underpinning shall be maintained in a good state of repair by the Lessee. As repair, replacement, repainting, etc., is deemed necessary, it shall be the Lessee's responsibility.

Grounds Maintenance = All areas shall present a good visual appearance. This entails proper litter disposal, inside storage of scrap metals and wood, mowed lawns, and neat parking areas.

Safety Maintenance = Building maintenance shall be in compliance with OSHA regulations, state and local building codes and other national consensus standards (i.e., National Electric Code, Life Safety Code, ANSI Standards), as applicable. In the case of conflict between the above safety standards, the more stringent shall apply. The U.S. Fish and Wildlife Service reserves the option to adopt or develop additional safety standards as necessary and require compliance with same provided appropriate written notice and implementation period is established. The Fish and Wildlife Service shall resolve all questions regarding the application of safety standards. Safety inspection emphasis shall include but not be limited to fire extinguishers, means of egress, electrical, source of heating, storage of combustible materials, housekeeping and storage, and danger and warning signs posted where needed.

Building Inspections = Inspections shall be performed by a Refuge official. During these inspections, the inspector shall verbally point out any deficient areas found. A formal letter with the inspection results will then follow with a deadline date for correcting the deficient area(s). A follow-up inspection on or about the deadline date shall then be performed to insure compliance by the Lessee. The project leader shall be verbally notified of all other agency inspections related to safety at the time of the inspection, i.e., OSHA, with a copy of the written safety report to be provided to the project leader no later than five (5) working days after receipt.

NONDISCRIMINATION

SECTION I

Requirements Relating to Employment

and

Service to the Public

A. EMPLOYMENT: During the performance of this contract, the Lessee agrees as follows:

(1) The Lessee will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Lessee will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: Employment upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Lessee agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Secretary setting forth the provisions of this nondiscrimination clause.

(2) The Lessee will, in all solicitations or advertisements for employees placed by or on behalf of the Lessee, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

(3) The Lessee will send to each labor union or representative of workers with which the Lessee has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the Secretary, advising the labor union or workers' representative of the Lessee's commitments under Section 202 of Executive Order 11246 of September 24, 1965, as amended by Executive Order 11375 of October 13, 1967, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The Lessee will comply with all provisions of Executive Order No. 11246 of September 24, 1965, as amended by Executive Order No. 11375 of October 13, 1967, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(5) The Lessee will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, as amended by Executive Order No. 11375 of October 13, 1967, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to the Lessee's books, records, and accounts by the Secretary of the Interior and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(6) In the event of the Lessee's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be cancelled, terminated, or suspended in whole or in part and the Lessee may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, as amended by Executive Order No. 11375 of October 13, 1967, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

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(7) The Lessee will include the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 2404 of Executive Order No. 11246 of September 24, 1965, as amended by Executive Order No. 11375 of October 13, 1967, so that such provisions will be binding upon each subcontractor or vendor. The Lessee will take such action with respect to any subcontract or purchase order as the Secretary may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event the Lessee becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Secretary, the Lessee may request the United States to enter into such litigation to protect the interests of the United States.

#### B. CONSTRUCTION, REPAIR, AND SIMILAR CONTRACTS:

The preceding provisions A(1) through (7) governing performance of work under this contract, as set out in Section 202 of Executive Order No. 11246, dated September 24, 1965, as amended by Executive Order No. 11375 of October 13, 1967, shall be applicable to this contract, and shall be included in all contracts executed by the Lessee for the performance of construction, repair, and similar work contemplated by this contract, and for that purpose the term "contract" shall be deemed to refer to this instrument and to contracts awarded by the Lessee and the term "Lessee" shall be deemed to refer to the Lessee and to contractors awarded contracts by the Lessee.

C. FACILITIES: (1) Definitions: As used herein: (i) Lessee shall mean the Lessee and its employees, agents, sublessees, and contractors, and the successors in interest of the Lessee; (ii) facility shall mean any and all services, facilities, privileges, and accommodations, or activities available to the general public and permitted by this agreement.

(2) The Lessee is prohibited from: (i) publicizing facilities operated hereunder in any manner that would directly or inferentially reflect upon or question the acceptability of any person because of race, color, religion, sex, or national origin; (ii) discriminating by segregation or other means against any person because of race, color, religion, sex, or national origin in furnishing or refusing to furnish such person the use of any such facility.

(3) The Lessee shall post a notice in accordance with Federal regulations to inform the public of the provisions of this subsection, at such locations as will ensure that the notice and its contents will be conspicuous to any person seeking accommodations, facilities, services, or privileges. Such notice will be furnished the Lessee by the Secretary.

(4) The Lessee shall require provisions identical to those stated in subsection C herein to be incorporated in all of the Lessee's contracts or other forms of agreement for use of land made in pursuance of this agreement.

#### SECTION II: EMPLOYMENT OF THE HANDICAPPED

Within 120 days of the commencement of a contract every Government contractor or subcontractor holding a contract that generates gross receipts which exceed \$50,000 or more and having 50 or more employees shall prepare and maintain an affirmative action program at each establishment which shall set forth the contractor's policies, practices and procedures in accordance with the affirmative action program requirement.

#### PART A

The contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. The contractor agreed to take affirmative action to employ, advance

in employment and otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicap in all employment practices such as the following: Employment, upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

#### PART B

The contractor agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.

#### PART C

In the event of the contractor's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with the rules, regulations and relevant orders of the Secretary of Labor issued pursuant to the Act.

#### PART D

The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Director, provided by or through the contracting officer. Such notices shall state the contractor's obligation under the law to take affirmative action to employ and advance in employment qualified handicapped employees and applicants for employment, and the rights of applicants and employees.

#### PART E

The contractor will notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the contractor is bound by the terms of Section 503 of the Rehabilitation Act of 1973, and is committed to take affirmative action to employ and advance in employment physically and mentally handicapped individuals.

#### PART F

The contractor will include the provisions of this clause in every subcontract that generates gross receipts which exceed \$2,500 or more unless exempted by rules, regulations, or orders of the Secretary issued pursuant to Section 503 of the Act, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the Director of the Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for noncompliance.

### SECTION III: DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA

(a) The contractor will not discriminate against any employee or applicant for employment because he or she is a disabled veteran or veteran of the Vietnam era in regard to any position for which the employee or applicant for employment is qualified. The contractor agrees to take affirmative action to employ, advance in employment, and otherwise treat qualified disabled veterans and veterans of the Vietnam era without discrimination based upon their disability or veterans status in all employment practices such as the following: employment upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

(b) The contractor agrees that all suitable employment openings of the contractor which exist at the time of the execution of this contract and those which occur during the performance of this contract, including those not generated by this contract and including those occurring at an establishment of the contractor other than the one wherein the contract is being performed but excluding those of independently operated corporate affiliates, shall be listed at an appropriate local office of the State employment service system wherein the opening occurs. The contractor further agrees to provide such reports to such local office regarding employment openings and hires as may be required.

State and local government agencies holding Federal contracts of \$10,000 or more shall also list all their suitable openings with the appropriate office of the State employment service, but are required to provide those reports set forth in paragraphs (d) and (e).

(c) Listing of employment openings with the employment service system pursuant to this clause shall be made at least concurrently with the use of any other recruitment source or effort and shall involve the normal obligations which attach to the placing of a bona fide job order, including the acceptance of referrals of veterans and non-veterans. The listing of employment openings does not require the hiring of any particular job applicant or from any particular group of job applicants, and nothing herein is intended to relieve the contractor from any requirements in Executive orders or regulations regarding nondiscrimination in employment.

(d) The reports required by paragraph (b) of this clause shall include, but not be limited to, periodic reports which shall be filed at least quarterly with the appropriate local office or, where the contractor has more than one hiring location in a State, with the central office of that State employment service. Such reports shall indicate for each hiring location (1) the number of individuals hired during the reporting period, (2) the number of nondisabled veterans of the Vietnam era hired, (3) the number of disabled veterans of the Vietnam era hired, and (4) the total number of disabled veterans hired. The reports should include covered veterans hired for on-the-job training under 38 U.S.C. 1787. The contractor shall submit a report within 30 days after the end of each reporting period wherein any performance is made on this contract identifying data for each hiring location. The contractor shall maintain at each hiring location copies of the reports submitted until the expiration of one year after final payment under the contract, during which time these reports and related documentation shall be made available, upon request, for examination by any authorized representatives of the contracting officer or of the Secretary of Labor. Documentation would include personnel records respecting job openings, recruitment, and placement.

(e) Whenever the contractor becomes contractually bound to the listing provisions of this clause, it shall advise the employment service system in each state where it has establishments of the name and location of each hiring location in the state. As long as the contractor is contractually bound to these provisions and has so advised the State system, there is no need to advise the State system of subsequent contracts. The contractor may advise the State system when it is no longer bound by this contract clause.

(f) This clause does not apply to the listing of employment openings which occur and are filled outside the 50 states, the District of Columbia, Puerto Rico, Guam, and the Virgin Islands.

(g) The provisions of paragraphs (b), (c), (d), and (e) of this clause do not apply to openings which the contractor proposes to fill from within his own organization or to fill pursuant to a customary and traditional employer-union hiring arrangement. This exclusion does not apply to a particular opening once an employer decides to consider applicants outside of his own organization or employer-union arrangement for that opening.



(h) As used in this clause: (1) "All suitable employment openings" includes, but is not limited to, openings which occur in the following job categories: production and non-production; plant and office; laborers and mechanics; supervisory and nonsupervisory; technical; and executive, administrative, and professional openings that are compensated on a salary basis of less than \$25,000 per year. This term includes full-time employment, temporary employment of more than 3 days' duration, and part-time employment. It does not include openings which the contractor proposes to fill from within his own organization or to fill pursuant to a customary and traditional employer-union hiring arrangement nor openings in an educational institution which are restricted to students of that institution. Under the most compelling circumstances an employment opening may not be suitable for listing, including such situations where the needs of the Government cannot reasonably be otherwise supplied, where listing would be contrary to national security, or where the requirement of listing would otherwise not be for the best interest of the Government.

(2) "Appropriate office of the State employment service system" means the local office of the Federal/State national system of public employment offices with assigned responsibility for serving the area where the employment opening is to be filled, including the District of Columbia, Guam, Puerto Rico, and the Virgin Islands.

(3) "Openings which the contractor proposes to fill from within his own organization" means employment openings for which no consideration will be given to persons outside the contractor's organization (including any affiliates, subsidiaries, and the parent companies) and includes any opening which the contractor proposes to fill from regularly established "recall" lists.

(4) "Openings which the contractor proposes to fill pursuant to a customary and traditional employer-union hiring arrangement" means employment openings which the contractor proposes to fill from union halls, which is part of the customary and traditional hiring relationship which exists between the contractor and representatives of his employees.

(i) The Contractor agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.

(j) In the event of the contractor's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.

(k) The contractor agrees to post in conspicuous places available to employees and applicants for employment notices in a form to be prescribed by the Director, provided by or through the contracting officer. Such notice shall state the contractor's obligation under the law to take affirmative action to employ and advance in employment qualified disabled veterans and veterans of the Vietnam era for employment, and the rights of applicants and employees.

(l) The contractor will notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding that the contractor is bound by terms of the Vietnam Era Veteran's Readjustment Assistance Act and is committed to take affirmative action to employ and advance in employment qualified disabled veterans and veterans of the Vietnam era.

(m) The contractor will include the provisions of this clause in every subcontract or purchase order of \$10,000 or more unless exempted by rules, regulations, or orders of the Secretary issued pursuant to the Act, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the Director of the Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for noncompliance.

#### EMPLOYMENT OF THE HANDICAPPED

- (a) The Contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. The contractor agrees to take affirmative action to employ, advance in employment and otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicap in all employment practices such as the following: employment, upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
- (b) The contractor agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Rehabilitation Act of 1973, as amended.
- (c) In the event of the contractor's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with the rules, regulations and relevant orders of the Secretary of Labor issued pursuant to the Act.
- (d) The contractor agrees to post in conspicuous places, available to employee and applicants for employment, notices in a form to be prescribed by the Director, Office of Federal Contract Compliance Program, Department of Labor, provided by or through the contracting officer. Such notices shall state the contractor's obligation under the law to take affirmative action to employ and advance in employment qualified handicapped employees and applicants for employment, and the rights of applicants and employees.
- (e) The contractor will notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the contractor is bound by the terms of Section 503 of the Act and is committed to take affirmative action to employ and advance in employment physically and mentally handicapped individuals.
- (f) The contractor will include the provisions of this clause in every subcontract or purchase order of \$2,500 or more unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 503 of the Act, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the Director, Office of Federal Contract Compliance Programs, may direct to enforce such provisions, including action for noncompliance.

AMENDMENT NO. 1 TO BUILDING LEASE CONTRACT NO. 14-16-0003-81-517

OLIN CORPORATION

BUILDING LEASE CONTRACT NO. 14-16-0003-81-517,  
issued October 1, 1980, between Olin Corporation,  
and the United States of America, is hereby amended as follows:

Page 1 - Clause ONE: Second paragraph, line number 5 of this paragraph:  
Delete entire third sentence and replace with the following sentence:

Rental rate adjustments will be made no more frequently than  
annually and will be based upon rental rate surveys conducted  
by the Government at least every five (5) years.

Clause ONE: Third paragraph, bottom of page, delete "New Con-  
struction" paragraph and insert the following new paragraph:

On the last day of the ten (10) year period above or on  
September 30, 1990, whichever comes first, all new construction  
and improvements made to the leased premises by the Lessee  
shall become property of the Lessor. After that date (assuming  
the lease is renewed, extended or re-issued), a new rental rate  
will be established. This new rate will be based upon the  
condition of the leased premises at the time, including all new  
construction and improvements.

Page 2 - Clause TWO: In lines number 1, 12, 25, and 30 of this clause,  
change the words "five (5)" to read "ten (10)."

In line number 27 of this clause, insert a period after the word  
"same", and delete "without releasing Lessee from its obligations to  
pay rent and all other sums as the same become due and payable until  
the expiration of the term of this lease."

Clause THREE: In line number 6 of this clause, after word "lease",  
insert "which have not been cured in the time allowed,".

Clause FIVE: Line number 1 of this clause, begin with word "FIVE"  
and delete in its entirety to word "However" in line number 12 and  
replace with the following two paragraphs:

FIVE: New Construction and Improvements.

"New construction" is defined as (1) additions and/or modifica-  
tions which increase the square footage of the leased building(s),  
or (2) construction of a new building or facility on the leased  
premises. "Improvements" is defined as modifications, alterations,  
or replacements made by the Lessee to the leased premises such  
as floor coverings, insulation, paneling, or other wall or  
ceiling finishing, installed lighting or plumbing fixtures, or  
partitions attached to the walls, ceilings, or floor, and all  
other similar additions.

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Lessee shall not undertake new construction or improvements to the leased premises without prior written approval of the Lessor when such new construction or improvements will increase building square footage, require additional water or sewer services, or will change the exterior design. Improvements to buildings which do not increase square footage or increase water and sewer services, can be performed by Lessee with prior written notification to Lessor. Any new construction or improvements made by the Lessee to the leased premises shall not be removed from the leased premises by the Lessee, either during the life of the lease or thereafter without prior written approval of the Lessor.

Page 3 - Clause FIVE: Top of page between words "Lessee" and "shall", insert the following: "holds over after the expiration, termination, or cancellation of the term of this lease, Lessee"

Page 3 - Clause SIX: Lines number 11 and 12 in this clause, change "Building Maintenance Standards" to "Operational Policies, Performance and Building Maintenance Standards" and replace present Exhibit No. 1, "Building Maintenance Standards" with attached new Exhibit No. 1, "Operational Policies, Performance and Building Maintenance Standards."

Page 4 - Clause NINE: Delete present paragraph three of Clause NINE and replace with the following:

"Lessee agrees to save Lessor harmless from any liability whatsoever because of accident or injury to persons occurring due to the occupancy, use, or operation of said premises, and those resulting from the acts or omissions of the Lessee, its agents, or servants; however, Lessee does not save Lessor harmless from any liability whatsoever because of accident or injury to persons or property resulting from the acts or omissions of the Lessor, its agents, or servants."

Page 5 - Clause THIRTEEN: Second paragraph, line number 5 in this clause, after word "cause.", add new phrase "unless within that time the Lessee demonstrates to the Lessor's satisfaction that the Lessee is contesting the violation and has reasonable grounds for the contest."

Page 6 - Clause TWENTY: Line number 3 in this clause, delete words "when it is sent" and insert "it is received."

Line number 10 in this clause, delete words "when it is sent" and insert "on the day it is received."

Clause TWENTY-TWO: Delete present clause in its entirety and insert new clause below:

TWENTY-TWO: Renewal option. Lessee is granted the option to renew this lease under terms and conditions specified at the time of renewal by the Lessor, subject to the conditions that: 1) the water, sewer, and access facilities at the refuge are adequate and will remain serviceable for the term of the renewal period without necessitating major rehabilitation, maintenance, or repair, and 2) the Lessee is in compliance with the existing lease and applicable Federal and State laws including any permits thereunder, and 3) that sufficient funds are available to the Lessor to continue operating the industrial program.

This renewal option is for an additional period of ten (10) years and may be exercised by written notice to the Lessor given no later than 180 days prior to the expiration of this lease. Lessor, within 90 days after receipt of the Lessee's written notice to renew the lease, will provide the Lessee with the terms and conditions of the renewed lease.

Should the Fish and Wildlife Service decide to re-lease the premises at the end of the lease term or at the end of any renewal option, the Lessee shall be granted the right of first refusal to re-lease the premises under terms and conditions specified by Lessor at that time, subject to the same conditions contained in the first paragraph of this clause, above."

Page 7 - Clause TWENTY-FIVE: In first sentence, insert "master" after the first "this". In line number 3 in this clause, delete words, "all current industrial leases" and insert "this industrial lease." Change last sentence to read, "This industrial lease controls for the length of its term."

ALL OTHER provisions and conditions of the original building lease contract, except as amended, shall remain in full force and effect.

United States of America  
Acting by and through  
The Secretary of the Interior

By:

Acting

Regional Director

Effective Date:

JUNE 1, 1982

By:

(Lessee)

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OPERATIONAL POLICIES, PERFORMANCE AND  
BUILDING MAINTENANCE STANDARDS

A. OPERATIONAL POLICIES:

1. Water and sewer rates are to be comparable with the rates charged by neighboring cities. The water and sewer rates were adjusted October 1, 1980 and will be re-evaluated every three years thereafter.
2. Rental rates for the existing buildings are to be comparable with fair market value. Rental surveys and rate adjustments are to be done by the Realty Staff of the Fish and Wildlife Service and will be effective by October 1, 1980. Rental rate adjustments apply to all industrial tenants with the exceptions of those with leases which prescribe the rental rate.

The fair market rental rate will apply to the basic building and associated land, and not to new construction and improvements made by the tenant. The annual rate which has been customarily charged on new construction (2¢ and/or 5¢ per square foot) will be discontinued.

3. Fire protection and water and sewer services should be obtained for industry from off-refuge sources if such services are adequate and more economical for the Government.
4. Off-refuge use of Refuge sewer and water services is not to be permitted. The three current off-refuge users are to be notified that these services will not be provided after 1998 and may be terminated earlier.
5. Water filtration and sewage treatment operations will be discontinued on the refuge by the year 1998. This date coincides with the life expectancy of these facilities. Alternative sources for these services must be secured before then.
6. Fish and Wildlife Service funds are not to be expended in those areas or on those facilities that will not be retained after the short term phase as described in the Crab Orchard Industrial Policy, unless for facilities removal.
7. Maintenance and Performance Standards are to be implemented by August 1, 1981.

8. Prior to the removal of unused and/or unneeded buildings and other industrial facilities, the Crab Orchard Industrial Association will be notified and given the opportunity to comment upon the disposal plan(s).
9. Cold storage buildings in Area 3 cannot be converted to manufacturing space. In those industrial areas scheduled to be retained after the ten (10) year, short range goal, conversions from cold storage space to manufacturing space will be considered on an individual basis, upon request.
10. New building construction, additions, or modifications to existing buildings will be permitted only if the plans and specifications meet standards and have the required written approval. Internal and external building modifications will become property of the U.S. Government at the termination of the lease contract. Transferred property would not include furniture, movable equipment, etc., but would include such items as heating systems, air conditioning systems, wiring, etc., that are normally considered to be part of the building.
11. The outside storage of supplies, materials, and equipment will be permitted only in conjunction with a manufacturing operation. These designated areas must be small, screened within developed yards, and approved in writing.
12. Permanent outside truck and trailer storage will not be permitted.
13. Vacated concrete pads or slabs cannot be rented or used for operations such as truck terminals, gravel or coal stockpiles or related activities. Requests for uses other than those listed above will be considered on an individual basis.
14. New tenants, prior to moving onto the refuge, will be required to bring buildings up to proper maintenance standards.
15. Lease compliance by industrial tenants is to be monitored and checked by the Fish and Wildlife Service. At a minimum, compliance inspections will be made semi-annually.

B. PERFORMANCE AND BUILDING MAINTENANCE STANDARDS

1. POLICIES TO BE USED IN THE CURRENT OPERATIONS:

Renovation

Renovation of existing industrial facilities is to be harmonious and compatible with a National Wildlife Refuge and in accordance with high standards typical of a quality industrial park.

- Buildings and grounds are to be renovated with special emphasis on exterior aesthetics.

#### Utilities

- All new or renovated electrical, gas, telephone, telegraph, cable television, water and sewer lines shall be placed underground.

#### Signage

Signs shall be integrated with the building design and architecture in terms of material and placement. Signage allowed is to be in accordance with the Fish and Wildlife Service sign manual and designed to result in an attractive and appealing appearance. All signs must be approved by the Refuge Manager and the Regional Sign Coordinator. Signs will be limited in size to a maximum of 35 square feet of surface area, and cannot be lighted or consume energy. Requests for signs shall include location, size, height and sign purpose. The Fish and Wildlife Service will provide all roadside, directional, and regulatory signs.

#### Uses Permitted

The type of use permitted for new tenants will be restricted to wholesaling, light manufacturing, fabrication, processing, or warehousing activity that will be:

- non-polluting
- free from excessive noise
- contained within the building(s) with limited use of the surrounding land area for storage
- causing no problems with the waste treatment system.

Applications will include a complete description of the total operation.

## 2. PERFORMANCE STANDARDS

- Parking - Parking shall be provided on the basis of one stall for every 1½ persons employed. It may be reduced where it can be demonstrated that such reduction is justified due to joint use of facilities or other factors having impact on parking demand and capacity.



- b. Parking Lots and Structures - Parking lots and structures shall be designed to provide efficient parking. When feasible, parking shall be screened from view and integrated among the buildings. Parking areas should be appropriately landscaped to break up the monotony of the areas. Grades in parking lots shall not exceed 4 percent, and perimeters of parking lots shall be screened with appropriate landscaping (plant materials, berms, fences, etc.).
- c. Loading Docks - All loading docks shall be screened from view from major public roadways. Access to new loading areas (and existing loading areas where feasible) shall be adequate to provide proper maneuverability of the anticipated vehicles. Such access shall not conflict with pedestrian circulation patterns and other uses of the property in the area.
- d. Truck and Trailer Transfer Points - The leasing of land for the sole purpose of transferring cargo from one trailer to another, or tractors from one trailer to another, shall not be established. (This activity is permissible in conjunction with a warehousing and/or manufacturing business).
- e. Trash Facilities, Propane Gas Tanks, Utility Terminals, Transformers, Metering Devices, Holding Systems, and Other Accessory Equipment and Structures - Accessory equipment and structures should not be visible to the public nor shall they occupy locations that are in conflict with pedestrian movement. Vehicular access to such facilities shall be appropriately located to minimize any conflicts with other land uses and circulation.
- f. Architectural Controls - Remodeling of existing buildings shall take into account compatibility with a National Wildlife Refuge. Elements of compatibility include, but are not limited to: structural soundness, general safety, exterior material and their appearance and durability, landscaping, exterior lighting and site improvements. The materials should be natural in source and be in the range of earth colors (tan buildings with dark brown trim). Materials list and color scheme must be approved by the Refuge Manager.
- g. Screening of Rooftop Equipment - All rooftop equipment shall be designed to minimize undesirable views and forms. Screening shall be accomplished through the use of architectural elements and materials which are consistent with the building design.

- h. Sign Control - Signs are to be integrated with the building design and architecture in terms of the materials and placement of such signs. Billboards and rooftop signs are prohibited. All street signs and other public informational-type signs will be provided by the Fish and Wildlife Service.
- i. Vibration - Any use creating vibrations, such as are created by heavy drop forges, or heavy hydraulic surges, or devices which cause a dangerous high frequency vibration, shall be prohibited if such vibrations are perceptible or destructive beyond the walls of the immediate structure.
- j. Screening - Any industrial use abutting public use areas shall provide and maintain a wall, fence or planting to screen and reduce the noise and dust between the two uses and to inhibit eye level vision between the public use area and industrial areas.
- k. Industrial Waste Material - All liquid and solid wastes shall be identified in all processes and operations and approved disposal methods identified. All wastes discharged to the sanitary sewer shall meet the requirements of the Fish and Wildlife Service. Storm drainage shall meet the requirements of all State laws, rules, regulations, and watershed district requirements. Storm water drainage shall be protected from undue pollution and contaminants. All solid wastes must be identified and handled in compliance with Federal, State and local requirements.
- l. Noise - Noise levels inside all buildings and outside all buildings must meet Federal, State, and local requirements.
- m. Air Pollution - All emissions shall meet Federal, State and local requirements.

### 3. BUILDING MAINTENANCE STANDARDS

The "Building Maintenance Standards" listed below establish criteria for inspection and evaluation of industrial operations. All federal, state, county and local laws, regulations and directives shall remain in effect and apply as applicable to industrial operations. These standards do not exempt any industrial operations from compliance with other applicable laws, regulations and directives governing their operation.

- a. Roofs and Ventilators - Roofs and ventilators shall be coated or painted to prevent deterioration and leakage into buildings. As rust appears, patching and/or painting shall be required. On the average, it shall be necessary to recoat roofs on 5-year intervals.

- b. Building Wall Exteriors - The same provisions as indicated for roofs shall apply to the exterior walls of leased buildings.
- c. Wooden Doors and Frame Work - As wood portions deteriorate, it shall be the responsibility of the Lessee to take the necessary action to repair, repaint, and/or replace any portions of overhead doors, office doors, window framing, door framing, etc.
- d. Windows - All windows shall be maintained in a good state of repair. As breakage or cracks and holes occur, it shall be the Lessee's responsibility to repair or replace as conditions warrant. Caulking and weatherstripping shall be performed as necessary.
- e. Underpinning - Some buildings may require underpinning. For those buildings, all underpinning shall be maintained in a good state of repair by the Lessee. As repair, replacement, repainting, etc., is deemed necessary, it shall be the Lessee's responsibility.
- f. Grounds Maintenance - All areas shall present a good visual appearance. This entails proper litter disposal, inside storage of scrap metals and wood, mowed lawns, and neat parking areas.
- g. Safety Maintenance - Building maintenance shall be in compliance with OSHA regulations, state and local building codes and other national consensus standards (i.e., National Electric Code, Life Safety Code, ANSI Standards), as applicable. In the case of conflict between the above safety standards, the more stringent shall apply. The U.S. Fish and Wildlife Service reserves the option to adopt or develop additional safety standards as necessary and to require compliance with same, provided written notice and an appropriate implementation period is established. The Fish and Wildlife Service shall resolve all questions regarding the application of safety standards. Safety inspection emphasis shall include but not be limited to fire extinguishers, means of egress, electrical, source of heating, storage of combustible materials, housekeeping and storage, and danger and warning signs posted where needed.

- h. Building Inspections - Inspections shall be performed by a Refuge official. During these inspections, the inspector shall verbally point out any deficient areas found. A formal letter with the inspection results will then follow with a deadline date for correcting the deficient area(s). A follow-up inspection on or about the deadline date shall then be performed to insure compliance by the Lessee. The Refuge Manager shall be verbally notified of all other agency inspections related to safety at the time of the inspection, i.e., OSHA, with a copy of the written safety reports to be provided to the Refuge Manager no later than ten (10) working days after receipt.

AMENDMENT No. 2 TO BUILDING LEASE CONTRACT NO. 14-16-0003-81-517

- OLIN CORPORATION -

BUILDING LEASE CONTRACT No. 14-16-0003-81-517, issued October 1, 1980, between Olin Corporation, and the United States of America, is hereby amended as follows:

PAGE 1 of PAGE 1A - RENTAL RATE SCHEDULE:

ADD: "Building Designation: IN-1-1  
Building Sq. Ft. 10,250  
Type of Use: CS  
Full Insurable Replacement Value: \$43,000  
-and-  
Building Designation: Quonset #660 (47'x20')  
Building Sq. Ft. 940  
Type of Use: CS  
Full Insurabel Replacement Value: \$4,000"

ADJUST: "Annual Rental Computation"

From: "41,000 Sq. Ft. @\$0.45 per sq. ft.  
Annual Rental \$18,450.00  
Monthly Installment: \$1,537.50"


To: "52,190 Sq. Ft. @\$0.45 per Sq. Ft.  
Annual Rental: \$23,485.50  
Monthly Installment: \$1,957.13"

ALL OTHER provisions and conditions of the original building lease contract, except as amended, shall remain in full force and effort.

United States of America  
Acting by and through  
The Secretary of the Interior

Effective Date:  
March 1, 1988

By  
Acting

  
Regional Director

Olin Corporation

By 

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BUILDING LEASE

Contract No. 14-16-0003-81-525

by and between

U. S. Fish and Wildlife Service

and

OLIN CORPORATION

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Lease Contract

THIS LEASE, made and entered into as of the 1st Day of October, 1980, by and between the UNITED STATES OF AMERICA, acting by and through the U.S. Fish and Wildlife Service, of the U.S. Department of the Interior, hereinafter referred to as the LESSOR, under and pursuant to the authority contained in 61 Stat. 770 (1947), 16 U.S.C. 666f,g, and

- OLIN CORPORATION -

a corporation, organized and existing under the laws of Illinois, licensed to do business in Illinois, occupying rental space in the Crab Orchard National Wildlife Refuge industrial area with business address as Post Office Drawer G - Marion, Illinois 62959 - hereinafter referred to as the LESSEE.

WITNESSETH, that said Lessor does by these presents lease unto the said Lessee the following described real estate and premises, situated in the County of Williamson and State of Illinois; to-wit:

Building(s) situated within the boundaries of Lessor's facility known as Crab Orchard National Wildlife Refuge, Carterville, Illinois, and designated as Building(s) (SEE PAGE 1A) on Lessor's Illinois Ordnance Plant Layout Plan No. 6544-101.14B, a copy of which is on file at the Refuge Headquarters for reference;

for use in manufacturing and/or cold storage, as specified by and under terms authorized by Lessor, together with all tenements, appurtenances, and improvements thereon or thereunto belonging, and together with any and all additions, improvements, betterments or replacements to said land and the building(s) situated thereon made during the term of this lease, for use as business property and also subject to terms or conditions hereinafter referred to in this lease contract, for a term beginning on the First Day of October, 1980, and ending on the Thirtieth Day of September, 1990, both dates inclusive on the following terms and conditions, to-wit;

ONE: Lessee shall pay to the Lessor rental to begin October 1, 1980, as computed in the rental rate schedule attached hereto as page 1A which becomes a part and condition of this lease contract. Such rental to be paid in equal monthly installments payable in advance on the first day of each and every month during the term of this lease, commencing October 1, 1980. Such payment shall be made by Checks, Postal Money Order or Bank Draft, payable to the U. S. Fish and Wildlife Service, and forwarded to Project Manager, Crab Orchard National Wildlife Refuge, Post Office Box J, Carterville, Illinois 62918.

\*This lease is subject to a periodic rental rate adjustment after October 1, 1982 to reflect the fair market rate in the local area for like facilities. This rental rate will be based upon the basic building without any improvements made or maintenance performed by the current Lessee. Rental rate adjustments will be made no more frequently than annually and will be based upon either rental rate surveys conducted by the Government at five year intervals, or, by current annual Consumer Indexes. (As periodic rental rate adjustments occur, the Lessor will be required to furnish a 3-month written notification to Lessee prior to effecting the new rental rate adjustment.) Any new rental rate adjustment may be disputed in accordance with Paragraph 23 of this lease.

New Construction: Effective October 1, 1980, no new construction rates will be assessed the Lessee; however, new construction will be amortized by the Lessee over a maximum life span of ten (10) years from date construction is completed and/or occupancy by Lessee, whichever is sooner, in any event no later than September 30, 1990. This condition applies to all present or future new construction or new building modifications, and to any "new" construction and/or building modifications not older than 10 years on the effective date of this lease. After the ten (10) year period above or after September 30, 1990, whichever comes first, the new applicable rental rate will apply and be assessed the Lessee.

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# RENTAL RATE SCHEDULE

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Effective October 1, 1980

Building Designation	Building Sq.Ft.	Type of Use**	Full Insurable Replacement Value	Annual Rental Computation						
				Dates		Type of Use**	Total Sq. Ft.	Rate/Sq.Ft./Year*	Annual Rental	Monthly Installment
				From	To					
I-1-3 (181)	26,013	CS	\$95,000							
I-1-3A (FAM-3-4(205))	10,250	CS	43,000	10/1/80	9/30/81	CS	43,950	\$0.35	\$15,382.50	\$1,281.88
I-1-95 (204)	2,268	CS	10,000	Effective						
I-1-96 (#9 - 211)	551	CS	3,000	10/1/81	----	CS	43,950	\$0.45	\$19,777.50	\$1,648.13
I-1-5 (183)	570	CS	3,000							
I-1-4 (182)	266	CS	1,000							
Ramp 3	2,016	CS	9,000							
Ramp 18	2,016	CS	9,000							
Parking Lot	1-Acre	---	---							
Illinois Ordnance Plant Layout Plan(s) No.(s) Reference(s): 6544-101.14B				*See Section ONE of Lease Contract for explanation. **"M" Designates rental space utilized for "Manufacturing" and rental rates assessed accordingly. "CS" Designates rental space utilized for "Cold Storage" and rental rates assessed accordingly. PAGE 1 of PAGE 1A						
Industry Name: OLIN CORPORATION Lease Contract No.: 14-16-0003-81-525										

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TWO: Lessor, by a five (5) day notice in writing, may terminate this lease in the event (a) a receiver or trustee is appointed for Lessee or its property, or Lessee make an assignment for the benefit of creditors, or Lessee becomes insolvent, or a petition is filed by or against Lessee pursuant to any of the provisions of the United States Bankruptcy Act, as amended for the purpose of adjudicating Lessee a bankrupt, or for the reorganization of Lessee, or for the purpose of effecting a composition or rearrangement with Lessee's creditors, and any such petition filed against Lessee is not dismissed within sixty (60) days; or (b) of any violation of any of the terms, conditions or covenants of this lease and the failure of Lessee to cure such violation within five (5) days from the giving of a written notice thereof by Lessor to Lessee. Upon expiration or termination of this lease, Lessor shall have the right to invoke any remedy permitted by law or in equity for the protection of its interests hereunder, and Lessee hereby expressly waives all rights which it may have to redeem or to be served with any further notice of Lessor's intention to cancel or terminate this lease other than as herein provided. In the event that this lease is terminated by reason of the violation by Lessee of any of its terms, conditions or covenants, Lessor shall have the right to sue for and recover all unpaid rents and damages accrued or accruing under this lease or arising out of any violation thereof. If default be made in the payment of the above rent, or any part thereof, or in any of the covenants herein contained to be kept by the Lessee, Lessor may at any time, at its election, upon five (5) days written notice to Lessee, demand possession of and re-enter said premises, or any part thereof, with or without process of laws, and remove Lessee or any persons occupying the same without releasing Lessee from its obligations to pay rent and all other sums as the same become due and payable until the expiration of the term of this lease. Provided such five (5) days notice shall have been given as provided in the next preceding sentence, nothing contained in this paragraph shall limit the rights of Lessor to any of the remedies that would otherwise be available to Lessor under the Landlord and Tenant Act of the State of Illinois.

THREE: Lessee shall have the option to terminate this lease, upon three (3) months written notice to the Lessor of such termination. Lessor shall have the option to terminate this lease for cause upon 30 days notice to Lessee. Grounds for termination for cause include, but are not limited to, any violation by the Lessee of any of the terms, conditions or covenants of this lease or declaration of a national emergency.

FOUR: Lessee has inspected and knows the condition of the leased premises and it is understood that the leased premises are hereby leased to Lessee without any obligation on the part of Lessor to make any alterations, repairs, or additions thereto except as hereinunder in this agreement provided.

FIVE: Lessee shall not make any additions, improvements or alterations to the leased premises, without the prior written consent of Lessor. Additions, improvements or alterations include, but are not limited to, such actions as altering the construction of the floors, walls, columns or ceilings. Any additions, improvements, alterations, or replacements made by the Lessee to the leased premises, such as but not limited to, floor covering, insulation, panelling or other wall or ceiling finishing, installed lighting or plumbing fixtures, or partitions attached to the walls, ceiling, or floor, and all other similar additions, shall upon their addition become the property of the Lessor, and shall not be removed from the leased premises by the Lessee either during the life of the Lease or thereafter. However, the Lessee shall have the right to install such machinery, equipment, or furniture upon the leased premises as may, in the Lessee's opinion, be necessary for the proper use thereof, and upon the expiration, termination, or cancellation of the Lease, or within such reasonable time thereafter as may be allowed by the Lessor, Lessee may remove such machinery, equipment, or furniture; provided, however, that all expenses in connection with such installations or such removals shall be paid by the Lessee; and provided further, that the Lessee shall, at its own expense, promptly repair any damage to the leased premises caused by such installations or removals. For the time which may be accorded by Lessor within which Lessee may remove its

property from the demised premises or in the event Lessee shall pay Lessor double rental per day, computed from the date of expiration, termination or cancellation of the term of this lease, to and including the date of Lessee's vacation, removal of Lessee's property from the demised premises, or to and including the date of completion of repairs necessitated by such removal, whichever is later; provided, however, Lessee shall during the said period continue to be bound by its covenants and agreements (except as to rental provide in paragraph ONE hereof) as herein contained with respect to the demised premises, and to Lessor, notwithstanding the expiration, termination or cancellation of the term of this lease. In the event Lessee shall hold over after the expiration of the term above demised for a sufficient period of time to create a renewal of this lease by operation of law, then any renewal or future right of possession not evidenced by a written mutually executed instrument, shall be a tenancy from calendar month to calendar month.

SIX: Lessee shall use reasonable care in the occupation and use of the leased premises and shall at all times, during the term of this lease, keep and maintain the same in good state of repair; Lessee shall, at his own expense, make all repairs and perform all maintenance necessary to keep the premises at all times in as good condition as at the beginning of the term of this lease, and upon the expiration or termination of this lease, except as provided in paragraph FOUR hereof Lessee shall yield and place Lessor in peaceful possession of the leased premises free and clear of any liens, claims or encumbrances and in as good condition as the premises existed at the commencement of this lease, ordinary wear and tear excepted. The attached "Building Maintenance Standards" listed in Exhibit No. 1 will apply during the term of this lease.

SEVEN: If Lessee shall fail or neglect to remove its property or restore the leased premises within the time above provided, then Lessor may cause such property to be removed and the leased premises to be so restored, and the cost of such removal and restorations shall be paid by Lessee to Lessor on demand, and no claims for damages against Lessor or its officers, agents, contractors, or employees shall be created or made on account of such removal and restoration. If property remains beyond 60-day termination period, it will become the property of the United States.

The Lessee shall furnish and keep in force a performance bond with a Surety Company acceptable to the Secretary of the Treasury conditioned upon the faithful performance of this paragraph, in the amount of \$2,000.00. Performance bond will be delivered to the Lessor prior to and as a condition of approval of this lease by Lessor.

EIGHT: Lessor or its designated representative shall have the right to inspect the leased premises at all reasonable times during the term of this lease.

NINE: Lessee shall, at all times during the term of this lease, exercise due diligence in the protection of the leased premises against damage or destruction by fire, windstorm, or other hazards, and shall, at its own cost, procure and maintain insurance against such loss or damage equal to the full insurable replacement value of said premises as established by the U.S. Fish and Wildlife Service, in such companies as Lessor shall approve. If said premises are damaged or destroyed thereby, Lessor may elect whether to require that Lessee immediately, at its own cost, repair or rebuild said premises to place them in as good and tenantable condition as prior to said damage or destruction, in which case Lessee shall then be entitled to all moneys received under the insurance policies for application against the cost of repairing or rebuilding said premises. In the alternative; Lessor elects not to require repair of damage, Lessor shall be entitled to all monies received under the insurance policies as compensation.

Lessee agrees that in the event any property of the United States within the Crab Orchard Refuge, of which the leased premises constitute a part, is damaged or destroyed as a result of Lessee's use and occupancy of the leases premises, if so required by Lessor it shall

be promptly repaired or replaced by Lessee to the satisfaction of Lessor, or in lieu of such repair or replacement, Lessee shall pay the Lessor money in an amount sufficient to compensate for the loss sustained by the United States by reason of damage to or destruction of property within the said Crab Orchard Refuge.

Lessee agrees to save Lessor harmless from any liability whatsoever because of accident or injury to persons occurring due to the occupancy, use, or operation of said premises, and those resulting from the acts or omissions of the Lessee, its agents, or servants.

Lessee agrees to procure and maintain, at its own cost, public liability, personal injury and property damage insurance with coverage of at least \$300,000 and \$100,000 respectfully.

The policies evidencing all types of insurance coverage required by Lessor shall name Lessor as an additional named insured. Lessee shall furnish to the Lessor such evidence as is necessary to show compliance with said requirement within 60 days from the effective date of this contract.

In the event Lessee fails to maintain any such insurance or fails to pay any of the premiums when due, Lessor may at its option procure such insurance and pay any delinquent premiums, and Lessee hereby agrees to reimburse Lessor immediately thereafter for any such cost, which amount is hereby declared to be additional rental becoming immediately due and payable.

TEN: Lessee agrees that if the premises shall be destroyed or damaged by causes relating to the use of the building for the Lessee's official business or any other cause (including fire), as to be untenable and unfit for occupancy, such fact shall not affect the provisions of this lease; and the Lessee hereby waives all rights to quit and surrender possession of the premises in such event and thereby to relieve itself of the payment of rent subsequent to the date of such surrender, and expressly agrees that its obligations hereunder, including the payment of rent, shall continue the same as though said building had not been destroyed or injured. When said premises have been entirely repaired or rebuilt or compensation has been paid to the satisfaction of the Lessor, the Lessee shall then have the cancellation option under the terms herein provided for.

ELEVEN: Lessee shall have all necessary and reasonable privileges of the use of established roads and highways as required in the use and occupation of the leased premises.

TWELVE: (a) Lessor is now providing and maintaining fire protection services for certain areas of the Crab Orchard Refuge, including the area in which the leased premises are located. However, it is understood and agreed between the parties hereto that Lessor at its option and upon not less than thirty (30) days notice in writing to Lessee, may discontinue or suspend such services, in any or all of the Crab Orchard Refuge including the area in which the leased premises are located; and that the discontinuance or suspension of any or all of such services shall not constitute a reason or basis for adjustment or change in the amount of rental to be paid by Lessee as provided for herein, or for adjustment or change in any of the other terms hereof.

(b) Lessor has the facilities for furnishing one or more of the following services, to-wit: (1) water, and (2) sewage disposal to certain buildings and areas in the Crab Orchard Refuge. Lessor's ability to furnish such services is dependent upon and limited to the present existing facilities for the production, processing and distribution of such services, and it is understood and agreed by the parties hereto that Lessor will not enlarge or extend such facilities to permit a different production, processing and distribution than is possible as the facilities now exist, but that Lessee with the prior written approval of Lessor and at Lessee's expense, may enlarge, extend or alter such facilities to permit different or additional services. Within the limits of its authority and funds available, therefore, Lessor agrees to

furnish any one or more of such services, if requested by Lessee to do so, to the leased premises if the present facilities are sufficient to furnish the service requested. In the event Lessor does furnish any of the above named services to the leased premises Lessee hereby agrees to pay Lessor for such services, for the period furnished, on the basis of rates and charges fixed, therefore, by Lessor. Water and sewer rates are to be comparable with the rates charged by neighboring cities. The water and sewer rates are to be adjusted by October 1, 1980 and re-evaluated every three years thereafter. It is agreed between the parties hereto, however, that in the event Lessor shall sell, lease, or otherwise dispose of the facilities for the production, processing and distribution or otherwise furnishing of water and sewage disposal services, or any of them, Lessor shall require the purchaser or grantee of the facility transferred to agree to furnish, or continue furnishing, service if requested by Lessee to do so, and thereupon Lessor's liability in relation to the furnishing of such services shall cease, and Lessor shall in no way be liable thereafter for the furnishing of such services. Lessee further agrees to pay Lessor for any other service rendered to Lessee including rehabilitation, alteration, or repair of the leased premises, as may be agreed upon between the parties hereto.

(c) If the term of this contract extends beyond the current Government fiscal year, the Lessor's liability for furnishing services and facilities herein provided for is contingent upon the availability of appropriations for expenditures beyond such fiscal year.

THIRTEEN: In the occupation, use and operation of the leased premises or any part thereof, Lessee agrees to comply with all applicable Federal, State, municipal and local laws and the rules, regulations and requirements of any departments and Bureaus and all local ordinances and regulations, including rules, regulations and requirements issued by Lessor, its Officers and employees pertaining to the protection, safety and maintenance of the Crab Orchard Refuge, of which the leased premises constitute a portion, and Lessee further agrees to indemnify and hold Lessor harmless from any liability or penalty which may be imposed by local or State authority or any department or Bureau thereof by reason of any assorted violation by Lessee of such laws, rules, orders, ordinances or regulations; provided, however, that nothing herein contained shall prohibit Lessee from contesting in good faith the validity of such laws, rules, orders, ordinance or regulations.

Lessee agrees to abide by all present and future State and Federal regulations pertaining to environmental protection. Any violation of such regulations not corrected within sixty (60) days after written notice is received shall constitute grounds for the Lessor to terminate this lease agreement for cause. In the event the Lessor determines that a condition created by action or inaction of the Lessee is seriously endangering plant, animal, or human populations, the Lessor may require the Lessee to stop operations immediately. Upon a determination of the Lessor that such emergency conditions have been corrected, Lessor may allow the Lessee to resume operations.

FOURTEEN: During the term of this lease, the Lessee agrees to abide by the Nondiscrimination, Employment of the Handicapped, the Disabled Veterans and Veterans of the Vietnam Era, clauses as listed in Exhibit No. 2.

FIFTEEN: Except with the prior written consent of Lessor, Lessee shall not sublet any part of the premises or assign this lease or any of its rights hereunder or transfer, assign, mortgage or otherwise encumber any of the leased premises provided, however, that this paragraph shall not prohibit Lessee for its own account or under such other arrangements as it may deem desirable without any expense to Lessor, from dispensing and selling food, soft drinks, tobacco products, confectionary and similar articles to employees of Lessee on the premises.

SIXTEEN: Subject to the provisions of paragraph FIFTEEN hereof, this lease shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto.

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SEVENTEEN: Lessee warrants that it has not employed any person to solicit or secure this lease upon any agreement for a commission, percentage, brokerage or contingent fee.

EIGHTEEN: The failure of Lessor to insist in any one or more instances upon performances of any of the terms, covenants or conditions of this lease shall not be construed as a waiver or relinquishment of the future performance of any such term, covenant, or condition, but Lessee's obligation with respect to such future performance shall continue in full force and effect.

NINETEEN: No member of or delegate to Congress or resident commissioner shall be admitted to any share or part of this lease or to any benefit that may arise therefrom, but this provision shall not be construed to apply to this lease if made with a corporation for its general benefit.

TWENTY: Any notice or advice to or demand upon the Lessee shall be in writing and shall be deemed to have been given or made on the day when it is sent by certified mail (return receipt requested) or otherwise delivered in a manner which will objectively establish the date of receipt, to the Lessee, addressed to

- Post Office Drawer G - Marion, Illinois 62959 -

or at such other address as Lessee may hereafter from time to time specify in writing for such purpose. Any notice or advice to or demand upon the Lessor shall be in writing and shall be deemed to have been given or made when it is sent by certified mail (return receipt requested) or otherwise delivered in a manner which will objectively establish the date of receipt, to Lessor, addressed to Project Manager, United States Fish and Wildlife Service, Crab Orchard National Wildlife Refuge, Post Office Box J, Carterville, Illinois 62918, or at such other address as Lessor may hereafter from time to time specify in writing for such purposes.

TWENTY-ONE: It is agreed between the parties hereto that water, sewer, gas, and electric lines and other utility or service installations or equipment, which are part of a general distribution system and which enter upon or cross the leased premises, either under, on, or above surface, are specifically exempted from and not included as a part of the leased premises. Lessee agrees that Lessor or its representatives, may at any time enter upon the leased premises for the purpose of performing repairs, maintenance, or replacement work on said utility installations, equipment and systems.

TWENTY-TWO: In connection with the performance of work under this Lease, the Lessee agrees not to employ any person undergoing sentence of imprisonment at hard labor except as provided by Public Law 89-176, September 10, 1965 (18 U.S.C. 4082(c)(2)) and Executive Order 11755, December 29, 1973.

TWENTY-THREE: Except as otherwise provided in this contract, any dispute concerning a question of fact arising under this Lease which is not disposed of by agreement shall be decided by the Regional Director, who shall reduce his decision to writing and mail or otherwise furnish a copy thereof to the Lessee. The decision of the Regional Director shall be final and conclusive unless, within 30 days from the date of receipt of such copy, the Lessee mails or otherwise furnishes to the Regional Director a written appeal addressed to the head of the agency involved. The decision of the head of the agency or his duly authorized representative for the determination of such appeals shall be final and conclusive. This provision shall not be pleaded in any suit involving a question of fact arising under this lease as limiting judicial review of any such decision to cases where fraud by such official or his representative or board is alleged: Provided, however, That any such decisions shall be final and conclusive unless the same is fraudulent or capricious or arbitrary or so grossly erroneous as necessarily to imply bad faith or is not supported by substantial evidence. In connection with any appeal proceeding under this clause, the Lessee shall be afforded an opportunity to be heard and to offer evidence in support of his appeal. Pending final decision of a dispute hereunder, the Lessee shall proceed diligently with the performance of the Lease and in accordance with the Regional Director's decision.

This disputes clause does not preclude consideration of questions of law in connection with decisions provided for in paragraph above. Nothing in this Lease, however, shall be construed as making final the decision of any administrative official, representative, or board on a question of law.

TWENTY-FOUR: It is understood and agreed by and between the parties hereto that the within instrument constitutes the full and complete record of this transaction and that no statements, representations, commitments, or agreements, whether oral or written, unless incorporated herein, or added hereto by properly executed amendment, shall be of any force and effect nor shall in any way operate to vary the terms hereof.

TWENTY-FIVE: Should the Fish and Wildlife Service enter negotiations for a master industrial complex lease and in the event this lease is consumated, all current industrial leases with the Fish and Wildlife Service will be sublet and managed under the provisions of the master lease. The current leases control for the length of their term.

IN WITNESS WHEREOF, the parties hereto have subscribed their names as of the date above written.

UNITED STATES OF AMERICA  
Acting by and through the  
Secretary of the Interior

By James C. Gutman  
Assistant Regional Director

In Presence of:

Rodger Rodd

(Address)

J. E. Redden  
Vice President, TSO

(Lessee)

(If Lessee is a corporation complete the following certification.)

I, \_\_\_\_\_, certify that I am the \_\_\_\_\_ of the corporation named as Lessee in this lease, that \_\_\_\_\_ who signed said lease in behalf of the Lessee was then \_\_\_\_\_ of said corporation and has authority to sign for said corporation; that said lease was duly signed for and in behalf of said corporation by authority of its governing body, and is within the scope of its corporate powers.

\_\_\_\_\_ (Corporate or Notary Seal)

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Building Maintenance Standards

The "Building Maintenance Standards" listed below establish criteria for inspection and evaluation of industrial operations. All federal, state, county and local laws, regulations and directives shall remain in effect and apply as applicable to industrial operations. These standards do not exempt any industrial operations from compliance to other applicable laws, regulations and directives governing their operation.

Roofs and Ventilators = Roofs and ventilators shall be coated or painted to prevent deterioration and leakage into buildings. As rust appears, patching and/or painting shall be required. On the average, it shall be necessary to recoat roofs on 5-year intervals.

Building Wall Exteriors = The same provisions as indicated for roofs shall apply to the exterior walls of leased buildings.

Wooden Doors and Frame Work = As wood portions deteriorate, it shall be the responsibility of the Lessee to take the necessary action to repair, repaint, and/or replace any portions of overhead doors, office doors, window framing, door framing, etc.

Windows = All windows shall be maintained in a good state of repair. As breakage or cracks and holes occur, it shall be the Lessee's responsibility to repair or replace as conditions warrant. Caulking and weatherstripping shall be performed as necessary.

Underpinning = Some buildings may require underpinning. For those buildings, all underpinning shall be maintained in a good state of repair by the Lessee. As repair, replacement, repainting, etc., is deemed necessary, it shall be the Lessee's responsibility.

Grounds Maintenance = All areas shall present a good visual appearance. This entails proper litter disposal, inside storage of scrap metals and wood, mowed lawns, and neat parking areas.

Safety Maintenance = Building maintenance shall be in compliance with OSHA regulations, state and local building codes and other national consensus standards (i.e., National Electric Code, Life Safety Code, ANSI Standards), as applicable. In the case of conflict between the above safety standards, the more stringent shall apply. The U.S. Fish and Wildlife Service reserves the option to adopt or develop additional safety standards as necessary and require compliance with same provided appropriate written notice and implementation period is established. The Fish and Wildlife Service shall resolve all questions regarding the application of safety standards. Safety inspection emphasis shall include but not be limited to fire extinguishers, means of egress, electrical, source of heating, storage of combustible materials, housekeeping and storage, and danger and warning signs posted where needed.

Building Inspections = Inspections shall be performed by a Refuge official. During these inspections, the inspector shall verbally point out any deficient areas found. A formal letter with the inspection results will then follow with a deadline date for correcting the deficient area(s). A follow-up inspection on or about the deadline date shall then be performed to insure compliance by the Lessee. The project leader shall be verbally notified of all other agency inspections related to safety at the time of the inspection, i.e., OSHA, with a copy of the written safety report to be provided to the project leader no later than five (5) working days after receipt.

NONDISCRIMINATION

SECTION I

Requirements Relating to Employment

and

Service to the Public

A. EMPLOYMENT: During the performance of this contract, the Lessee agrees as follows:

(1) The Lessee will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Lessee will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: Employment upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Lessee agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Secretary setting forth the provisions of this nondiscrimination clause.

(2) The Lessee will, in all solicitations or advertisements for employees placed by or on behalf of the Lessee, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

(3) The Lessee will send to each labor union or representative of workers with which the Lessee has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the Secretary, advising the labor union or workers' representative of the Lessee's commitments under Section 202 of Executive Order 11246 of September 24, 1965, as amended by Executive Order 11375 of October 13, 1967, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The Lessee will comply with all provisions of Executive Order No. 11246 of September 24, 1965, as amended by Executive Order No. 11375 of October 13, 1967, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(5) The Lessee will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, as amended by Executive Order No. 11375 of October 13, 1967, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to the Lessee's books, records, and accounts by the Secretary of the Interior and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(6) In the event of the Lessee's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be cancelled, terminated, or suspended in whole or in part and the Lessee may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, as amended by Executive Order No. 11375 of October 13, 1967, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

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(7) The Lessee will include the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 2404 of Executive Order No. 11246 of September 24, 1965, as amended by Executive Order No. 11375 of October 13, 1967, so that such provisions will be binding upon each subcontractor or vendor. The Lessee will take such action with respect to any subcontract or purchase order as the Secretary may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event the Lessee becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Secretary, the Lessee may request the United States to enter into such litigation to protect the interests of the United States.

#### B. CONSTRUCTION, REPAIR, AND SIMILAR CONTRACTS:

The preceding provisions A(1) through (7) governing performance of work under this contract, as set out in Section 202 of Executive Order No. 11246, dated September 24, 1965, as amended by Executive Order No. 11375 of October 13, 1967, shall be applicable to this contract, and shall be included in all contracts executed by the Lessee for the performance of construction, repair, and similar work contemplated by this contract, and for that purpose the term "contract" shall be deemed to refer to this instrument and to contracts awarded by the Lessee and the term "Lessee" shall be deemed to refer to the Lessee and to contractors awarded contracts by the Lessee.

C. FACILITIES: (1) Definitions: As used herein: (i) Lessee shall mean the Lessee and its employees, agents, sublessees, and contractors, and the successors in interest of the Lessee; (ii) facility shall mean any and all services, facilities, privileges, and accommodations, or activities available to the general public and permitted by this agreement.

(2) The Lessee is prohibited from: (i) publicizing facilities operated hereunder in any manner that would directly or inferentially reflect upon or question the acceptability of any person because of race, color, religion, sex, or national origin; (ii) discriminating by segregation or other means against any person because of race, color, religion, sex, or national origin in furnishing or refusing to furnish such person the use of any such facility.

(3) The Lessee shall post a notice in accordance with Federal regulations to inform the public of the provisions of this subsection, at such locations as will ensure that the notice and its contents will be conspicuous to any person seeking accommodations, facilities, services, or privileges. Such notice will be furnished the Lessee by the Secretary.

(4) The Lessee shall require provisions identical to those stated in subsection C herein to be incorporated in all of the Lessee's contracts or other forms of agreement for use of land made in pursuance of this agreement.

#### SECTION II: EMPLOYMENT OF THE HANDICAPPED

Within 120 days of the commencement of a contract every Government contractor or subcontractor holding a contract that generates gross receipts which exceed \$50,000 or more and having 50 or more employees shall prepare and maintain an affirmative action program at each establishment which shall set forth the contractor's policies, practices and procedures in accordance with the affirmative action program requirement.

#### PART A

The contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. The contractor agreed to take affirmative action to employ, advance

in employment and otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicap in all employment practices such as the following: Employment, upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

#### PART B

The contractor agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.

#### PART C

In the event of the contractor's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with the rules, regulations and relevant orders of the Secretary of Labor issued pursuant to the Act.

#### PART D

The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Director, provided by or through the contracting officer. Such notices shall state the contractor's obligation under the law to take affirmative action to employ and advance in employment qualified handicapped employees and applicants for employment, and the rights of applicants and employees.

#### PART E

The contractor will notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the contractor is bound by the terms of Section 503 of the Rehabilitation Act of 1973, and is committed to take affirmative action to employ and advance in employment physically and mentally handicapped individuals.

#### PART F

The contractor will include the provisions of this clause in every subcontract that generates gross receipts which exceed \$2,500 or more unless exempted by rules, regulations, or orders of the Secretary issued pursuant to Section 503 of the Act, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the Director of the Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for noncompliance.

#### SECTION III: DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA

(a) The contractor will not discriminate against any employee or applicant for employment because he or she is a disabled veteran or veteran of the Vietnam era in regard to any position for which the employee or applicant for employment is qualified. The contractor agrees to take affirmative action to employ, advance in employment, and otherwise treat qualified disabled veterans and veterans of the Vietnam era without discrimination based upon their disability or veterans status in all employment practices such as the following: employment upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

(b) The contractor agrees that all suitable employment openings of the contractor which exist at the time of the execution of this contract and those which occur during the performance of this contract, including those not generated by this contract and including those occurring at an establishment of the contractor other than the one wherein the contract is being performed but excluding those of independently operated corporate affiliates, shall be listed at an appropriate local office of the State employment service system wherein the opening occurs. The contractor further agrees to provide such reports to such local office regarding employment openings and hires as may be required.

State and local government agencies holding Federal contracts of \$10,000 or more shall also list all their suitable openings with the appropriate office of the State employment service, but are required to provide those reports set forth in paragraphs (d) and (e).

(c) Listing of employment openings with the employment service system pursuant to this clause shall be made at least concurrently with the use of any other recruitment source or effort and shall involve the normal obligations which attach to the placing of a bona fide job order, including the acceptance of referrals of veterans and non-veterans. The listing of employment openings does not require the hiring of any particular job applicant or from any particular group of job applicants, and nothing herein is intended to relieve the contractor from any requirements in Executive orders or regulations regarding nondiscrimination in employment.

(d) The reports required by paragraph (b) of this clause shall include, but not be limited to, periodic reports which shall be filed at least quarterly with the appropriate local office or, where the contractor has more than one hiring location in a State, with the central office of that State employment service. Such reports shall indicate for each hiring location (1) the number of individuals hired during the reporting period, (2) the number of nondisabled veterans of the Vietnam era hired, (3) the number of disabled veterans of the Vietnam era hired, and (4) the total number of disabled veterans hired. The reports should include covered veterans hired for on-the-job training under 38 U.S.C. 1787. The contractor shall submit a report within 30 days after the end of each reporting period wherein any performance is made on this contract identifying data for each hiring location. The contractor shall maintain at each hiring location copies of the reports submitted until the expiration of one year after final payment under the contract, during which time these reports and related documentation shall be made available, upon request, for examination by any authorized representatives of the contracting officer or of the Secretary of Labor. Documentation would include personnel records respecting job openings, recruitment, and placement.

(e) Whenever the contractor becomes contractually bound to the listing provisions of this clause, it shall advise the employment service system in each state where it has establishments of the name and location of each hiring location in the state. As long as the contractor is contractually bound to these provisions and has so advised the State system, there is no need to advise the State system of subsequent contracts. The contractor may advise the State system when it is no longer bound by this contract clause.

(f) This clause does not apply to the listing of employment openings which occur and are filled outside the 50 states, the District of Columbia, Puerto Rico, Guam, and the Virgin Islands.

(g) The provisions of paragraphs (b), (c), (d), and (e) of this clause do not apply to openings which the contractor proposes to fill from within his own organization or to fill pursuant to a customary and traditional employer-union hiring arrangement. This exclusion does not apply to a particular opening once an employer decides to consider applicants outside of his own organization or employer-union arrangement for that opening.

(h) As used in this clause: (1) "All suitable employment openings" includes, but is not limited to, openings which occur in the following job categories: production and non-production; plant and office; laborers and mechanics; supervisory and nonsupervisory; technical; and executive, administrative, and professional openings that are compensated on a salary basis of less than \$25,000 per year. This term includes full-time employment, temporary employment of more than 3 days' duration, and part-time employment. It does not include openings which the contractor proposes to fill from within his own organization or to fill pursuant to a customary and traditional employer-union hiring arrangement nor openings in an educational institution which are restricted to students of that institution. Under the most compelling circumstances an employment opening may not be suitable for listing, including such situations where the needs of the Government cannot reasonably be otherwise supplied, where listing would be contrary to national security, or where the requirement of listing would otherwise not be for the best interest of the Government.

(2) "Appropriate office of the State employment service system" means the local office of the Federal/State national system of public employment offices with assigned responsibility for serving the area where the employment opening is to be filled, including the District of Columbia, Guam, Puerto Rico, and the Virgin Islands.

(3) "Openings which the contractor proposes to fill from within his own organization" means employment openings for which no consideration will be given to persons outside the contractor's organization (including any affiliates, subsidiaries, and the parent companies) and includes any opening which the contractor proposes to fill from regularly established "recall" lists.

(4) "Openings which the contractor proposes to fill pursuant to a customary and traditional employer-union hiring arrangement" means employment openings which the contractor proposes to fill from union halls, which is part of the customary and traditional hiring relationship which exists between the contractor and representatives of his employees.

(i) The Contractor agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.

(j) In the event of the contractor's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.

(k) The contractor agrees to post in conspicuous places available to employees and applicants for employment notices in a form to be prescribed by the Director, provided by or through the contracting officer. Such notice shall state the contractor's obligation under the law to take affirmative action to employ and advance in employment qualified disabled veterans and veterans of the Vietnam era for employment, and the rights of applicants and employees.

(l) The contractor will notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding that the contractor is bound by terms of the Vietnam Era Veteran's Readjustment Assistance Act and is committed to take affirmative action to employ and advance in employment qualified disabled veterans and veterans of the Vietnam era.

(m) The contractor will include the provisions of this clause in every subcontract or purchase order of \$10,000 or more unless exempted by rules, regulations, or orders of the Secretary issued pursuant to the Act, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the Director of the Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for noncompliance.

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#### EMPLOYMENT OF THE HANDICAPPED

- (a) The Contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. The contractor agrees to take affirmative action to employ, advance in employment and otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicap in all employment practices such as the following: employment, upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
- (b) The contractor agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Rehabilitation Act of 1973, as amended.
- (c) In the event of the contractor's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with the rules, regulations and relevant orders of the Secretary of Labor issued pursuant to the Act.
- (d) The contractor agrees to post in conspicuous places, available to employee and applicants for employment, notices in a form to be prescribed by the Director, Office of Federal Contract Compliance Program, Department of Labor, provided by or through the contracting officer. Such notices shall state the contractor's obligation under the law to take affirmative action to employ and advance in employment qualified handicapped employees and applicants for employment, and the rights of applicants and employees.
- (e) The contractor will notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the contractor is bound by the terms of Section 503 of the Act and is committed to take affirmative action to employ and advance in employment physically and mentally handicapped individuals.
- (f) The contractor will include the provisions of this clause in every subcontract or purchase order of \$2,500 or more unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 503 of the Act, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the Director, Office of Federal Contract Compliance Programs, may direct to enforce such provisions, including action for noncompliance.

AMENDMENT NO. 1 TO BUILDING LEASE CONTRACT NO. 14-16-0003-81-525

OLIN CORPORATION

BUILDING LEASE CONTRACT NO. 14-16-0003-81-525,  
issued October 1, 1980, between Olin Corporation,  
and the United States of America, is hereby amended as follows:

Page 1 - Clause ONE: Second paragraph, line number 5 of this paragraph:  
Delete entire third sentence and replace with the following sentence:

Rental rate adjustments will be made no more frequently than annually and will be based upon rental rate surveys conducted by the Government at least every five (5) years.

Clause ONE: Third paragraph, bottom of page, delete "New Construction" paragraph and insert the following new paragraph:

On the last day of the ten (10) year period above or on September 30, 1990, whichever comes first, all new construction and improvements made to the leased premises by the Lessee shall become property of the Lessor. After that date (assuming the lease is renewed, extended or re-issued), a new rental rate will be established. This new rate will be based upon the condition of the leased premises at the time, including all new construction and improvements.

Page 2 - Clause TWO: In lines number 1, 12, 25, and 30 of this clause, change the words "five (5)" to read "ten (10)."

In line number 27 of this clause, insert a period after the word "same", and delete "without releasing Lessee from its obligations to pay rent and all other sums as the same become due and payable until the expiration of the term of this lease."

Clause THREE: In line number 6 of this clause, after word "lease", insert "which have not been cured in the time allowed,".

Clause FIVE: Line number 1 of this clause, begin with word "FIVE" and delete in its entirety to word "However" in line number 12 and replace with the following two paragraphs:

FIVE: New Construction and Improvements.

"New construction" is defined as (1) additions and/or modifications which increase the square footage of the leased building(s), or (2) construction of a new building or facility on the leased premises. "Improvements" is defined as modifications, alterations, or replacements made by the Lessee to the leased premises such as floor coverings, insulation, paneling, or other wall or ceiling finishing, installed lighting or plumbing fixtures, or partitions attached to the walls, ceilings, or floor, and all other similar additions.

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Lessee shall not undertake new construction or improvements to the leased premises without prior written approval of the Lessor when such new construction or improvements will increase building square footage, require additional water or sewer services, or will change the exterior design. Improvements to buildings which do not increase square footage or increase water and sewer services, can be performed by Lessee with prior written notification to Lessor. Any new construction or improvements made by the Lessee to the leased premises shall not be removed from the leased premises by the Lessee, either during the life of the lease or thereafter without prior written approval of the Lessor.

Page 3 - Clause FIVE: Top of page between words "Lessee" and "shall", insert the following: "holds over after the expiration, termination, or cancellation of the term of this lease, Lessee"

Page 3 - Clause SIX: Lines number 11 and 12 in this clause, change "Building Maintenance Standards" to "Operational Policies, Performance and Building Maintenance Standards" and replace present Exhibit No. 1, "Building Maintenance Standards" with attached new Exhibit No. 1, "Operational Policies, Performance and Building Maintenance Standards."

Page 4 - Clause NINE: Delete present paragraph three of Clause NINE and replace with the following:

"Lessee agrees to save Lessor harmless from any liability whatsoever because of accident or injury to persons occurring due to the occupancy, use, or operation of said premises, and those resulting from the acts or omissions of the Lessee, its agents, or servants; however, Lessee does not save Lessor harmless from any liability whatsoever because of accident or injury to persons or property resulting from the acts or omissions of the Lessor, its agents, or servants."

Page 5 - Clause THIRTEEN: Second paragraph, line number 5 in this clause, after word "cause.", add new phrase "unless within that time the Lessee demonstrates to the Lessor's satisfaction that the Lessee is contesting the violation and has reasonable grounds for the contest."

Page 6 - Clause TWENTY: Line number 3 in this clause, delete words "when it is sent" and insert "it is received."

Line number 10 in this clause, delete words "when it is sent" and insert "on the day it is received."

Clause TWENTY-TWO: Delete present clause in its entirety and insert new clause below:

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TWENTY-TWO: Renewal option. Lessee is granted the option to renew this lease under terms and conditions specified at the time of renewal by the Lessor, subject to the conditions that: 1) the water, sewer, and access facilities at the refuge are adequate and will remain serviceable for the term of the renewal period without necessitating major rehabilitation, maintenance, or repair, and 2) the Lessee is in compliance with the existing lease and applicable Federal and State laws including any permits thereunder, and 3) that sufficient funds are available to the Lessor to continue operating the industrial program.

This renewal option is for an additional period of ten (10) years and may be exercised by written notice to the Lessor given no later than 180 days prior to the expiration of this lease. Lessor, within 90 days after receipt of the Lessee's written notice to renew the lease, will provide the Lessee with the terms and conditions of the renewed lease.

Should the Fish and Wildlife Service decide to re-lease the premises at the end of the lease term or at the end of any renewal option, the Lessee shall be granted the right of first refusal to re-lease the premises under terms and conditions specified by Lessor at that time, subject to the same conditions contained in the first paragraph of this clause, above."

Page 7 - Clause TWENTY-FIVE: In first sentence, insert "master" after the first "this". In line number 3 in this clause, delete words, "all current industrial leases" and insert "this industrial lease." Change last sentence to read, "This industrial lease controls for the length of its term."

ALL OTHER provisions and conditions of the original building lease contract, except as amended, shall remain in full force and effect.

United States of America  
Acting by and through  
The Secretary of the Interior

By:

James P. Galt  
Acting

Regional Director

Effective Date:

JUNE 1, 1982

By:

[Signature]  
(Lessee)

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OPERATIONAL POLICIES, PERFORMANCE AND  
BUILDING MAINTENANCE STANDARDS

A. OPERATIONAL POLICIES:

1. Water and sewer rates are to be comparable with the rates charged by neighboring cities. The water and sewer rates were adjusted October 1, 1980 and will be re-evaluated every three years thereafter.

2. Rental rates for the existing buildings are to be comparable with fair market value. Rental surveys and rate adjustments are to be done by the Realty Staff of the Fish and Wildlife Service and will be effective by October 1, 1980. Rental rate adjustments apply to all industrial tenants with the exceptions of those with leases which prescribe the rental rate.

The fair market rental rate will apply to the basic building and associated land, and not to new construction and improvements made by the tenant. The annual rate which has been customarily charged on new construction (2¢ and/or 5¢ per square foot) will be discontinued.

3. Fire protection and water and sewer services should be obtained for industry from off-refuge sources if such services are adequate and more economical for the Government.

4. Off-refuge use of Refuge sewer and water services is not to be permitted. The three current off-refuge users are to be notified that these services will not be provided after 1998 and may be terminated earlier.

5. Water filtration and sewage treatment operations will be discontinued on the refuge by the year 1998. This date coincides with the life expectancy of these facilities. Alternative sources for these services must be secured before then.

6. Fish and Wildlife Service funds are not to be expended in those areas or on those facilities that will not be retained after the short term phase as described in the Crab Orchard Industrial Policy, unless for facilities removal.

7. Maintenance and Performance Standards are to be implemented by August 1, 1981.

8. Prior to the removal of unused and/or unneeded buildings and other industrial facilities, the Crab Orchard Industrial Association will be notified and given the opportunity to comment upon the disposal plan(s).
9. Cold storage buildings in Area 3 cannot be converted to manufacturing space. In those industrial areas scheduled to be retained after the ten (10) year, short range goal, conversions from cold storage space to manufacturing space will be considered on an individual basis, upon request.
10. New building construction, additions, or modifications to existing buildings will be permitted only if the plans and specifications meet standards and have the required written approval. Internal and external building modifications will become property of the U.S. Government at the termination of the lease contract. Transferred property would not include furniture, movable equipment, etc., but would include such items as heating systems, air conditioning systems, wiring, etc., that are normally considered to be part of the building.
11. The outside storage of supplies, materials, and equipment will be permitted only in conjunction with a manufacturing operation. These designated areas must be small, screened within developed yards, and approved in writing.
12. Permanent outside truck and trailer storage will not be permitted.
13. Vacated concrete pads or slabs cannot be rented or used for operations such as truck terminals, gravel or coal stockpiles or related activities. Requests for uses other than those listed above will be considered on an individual basis.
14. New tenants, prior to moving onto the refuge, will be required to bring buildings up to proper maintenance standards.
15. Lease compliance by industrial tenants is to be monitored and checked by the Fish and Wildlife Service. At a minimum, compliance inspections will be made semi-annually.

B. PERFORMANCE AND BUILDING MAINTENANCE STANDARDS

1. POLICIES TO BE USED IN THE CURRENT OPERATIONS:

Renovation

Renovation of existing industrial facilities is to be harmonious and compatible with a National Wildlife Refuge and in accordance with high standards typical of a quality industrial park.

Buildings and grounds are to be renovated with special emphasis on exterior aesthetics.

#### Utilities

All new or renovated electrical, gas, telephone, telegraph, cable television, water and sewer lines shall be placed underground.

#### Signage

Signs shall be integrated with the building design and architecture in terms of material and placement. Signage allowed is to be in accordance with the Fish and Wildlife Service sign manual and designed to result in an attractive and appealing appearance. All signs must be approved by the Refuge Manager and the Regional Sign Coordinator. Signs will be limited in size to a maximum of 35 square feet of surface area, and cannot be lighted or consume energy. Requests for signs shall include location, size, height and sign purpose. The Fish and Wildlife Service will provide all roadside, directional, and regulatory signs.

#### Uses Permitted

The type of use permitted for new tenants will be restricted to wholesaling, light manufacturing, fabrication, processing, or warehousing activity that will be:

- non-polluting
- free from excessive noise
- contained within the building(s) with limited use of the surrounding land area for storage
- causing no problems with the waste treatment system.

Applications will include a complete description of the total operation.

## 2. PERFORMANCE STANDARDS

- a. Parking - Parking shall be provided on the basis of one stall for every 1½ persons employed. It may be reduced where it can be demonstrated that such reduction is justified due to joint use of facilities or other factors having impact on parking demand and capacity.

- b. Parking Lots and Structures - Parking lots and structures shall be designed to provide efficient parking. When feasible, parking shall be screened from view and integrated among the buildings. Parking areas should be appropriately landscaped to break up the monotony of the areas. Grades in parking lots shall not exceed 4 percent, and perimeters of parking lots shall be screened with appropriate landscaping (plant materials, berms, fences, etc.).
- c. Loading Docks - All loading docks shall be screened from view from major public roadways. Access to new loading areas (and existing loading areas where feasible) shall be adequate to provide proper maneuverability of the anticipated vehicles. Such access shall not conflict with pedestrian circulation patterns and other uses of the property in the area.
- d. Truck and Trailer Transfer Points - The leasing of land for the sole purpose of transferring cargo from one trailer to another, or tractors from one trailer to another, shall not be established. (This activity is permissible in conjunction with a warehousing and/or manufacturing business).
- e. Trash Facilities, Propane Gas Tanks, Utility Terminals, Transformers, Metering Devices, Holding Systems, and Other Accessory Equipment and Structures - Accessory equipment and structures should not be visible to the public nor shall they occupy locations that are in conflict with pedestrian movement. Vehicular access to such facilities shall be appropriately located to minimize any conflicts with other land uses and circulation.
- f. Architectural Controls - Remodeling of existing buildings shall take into account compatibility with a National Wildlife Refuge. Elements of compatibility include, but are not limited to: structural soundness, general safety, exterior material and their appearance and durability, landscaping, exterior lighting and site improvements. The materials should be natural in source and be in the range of earth colors (tan buildings with dark brown trim). Materials list and color scheme must be approved by the Refuge Manager.
- g. Screening of Rooftop Equipment - All rooftop equipment shall be designed to minimize undesirable views and forms. Screening shall be accomplished through the use of architectural elements and materials which are consistent with the building design.

- h. Sign Control - Signs are to be integrated with the building design and architecture in terms of the materials and placement of such signs. Billboards and rooftop signs are prohibited. All street signs and other public informational-type signs will be provided by the Fish and Wildlife Service.
- i. Vibration - Any use creating vibrations, such as are created by heavy drop forges, or heavy hydraulic surges, or devices which cause a dangerous high frequency vibration, shall be prohibited if such vibrations are perceptible or destructive beyond the walls of the immediate structure.
- j. Screening - Any industrial use abutting public use areas shall provide and maintain a wall, fence or planting to screen and reduce the noise and dust between the two uses and to inhibit eye level vision between the public use area and industrial areas.
- k. Industrial Waste Material - All liquid and solid wastes shall be identified in all processes and operations and approved disposal methods identified. All wastes discharged to the sanitary sewer shall meet the requirements of the Fish and Wildlife Service. Storm drainage shall meet the requirements of all State laws, rules, regulations, and watershed district requirements. Storm water drainage shall be protected from undue pollution and contaminants. All solid wastes must be identified and handled in compliance with Federal, State and local requirements.
- l. Noise - Noise levels inside all buildings and outside all buildings must meet Federal, State, and local requirements.
- m. Air Pollution - All emissions shall meet Federal, State and local requirements.

### 3. BUILDING MAINTENANCE STANDARDS

The "Building Maintenance Standards" listed below establish criteria for inspection and evaluation of industrial operations. All federal, state, county and local laws, regulations and directives shall remain in effect and apply as applicable to industrial operations. These standards do not exempt any industrial operations from compliance with other applicable laws, regulations and directives governing their operation.

- a. Roofs and Ventilators - Roofs and ventilators shall be coated or painted to prevent deterioration and leakage into buildings. As rust appears, patching and/or painting shall be required. On the average, it shall be necessary to recoat roofs on 5-year intervals.

- b. Building Wall Exteriors - The same provisions as indicated for roofs shall apply to the exterior walls of leased buildings.
- c. Wooden Doors and Frame Work - As wood portions deteriorate, it shall be the responsibility of the Lessee to take the necessary action to repair, repaint, and/or replace any portions of overhead doors, office doors, window framing, door framing, etc.
- d. Windows - All windows shall be maintained in a good state of repair. As breakage or cracks and holes occur, it shall be the Lessee's responsibility to repair or replace as conditions warrant. Caulking and weatherstripping shall be performed as necessary.
- e. Underpinning - Some buildings may require underpinning. For those buildings, all underpinning shall be maintained in a good state of repair by the Lessee. As repair, replacement, repainting, etc., is deemed necessary, it shall be the Lessee's responsibility.
- f. Grounds Maintenance - All areas shall present a good visual appearance. This entails proper litter disposal, inside storage of scrap metals and wood, mowed lawns, and neat parking areas.
- g. Safety Maintenance - Building maintenance shall be in compliance with OSHA regulations, state and local building codes and other national consensus standards (i.e., National Electric Code, Life Safety Code, ANSI Standards), as applicable. In the case of conflict between the above safety standards, the more stringent shall apply. The U.S. Fish and Wildlife Service reserves the option to adopt or develop additional safety standards as necessary and to require compliance with same, provided written notice and an appropriate implementation period is established. The Fish and Wildlife Service shall resolve all questions regarding the application of safety standards. Safety inspection emphasis shall include but not be limited to fire extinguishers, means of egress, electrical, source of heating, storage of combustible materials, housekeeping and storage, and danger and warning signs posted where needed.

- h. Building Inspections - Inspections shall be performed by a Refuge official. During these inspections, the inspector shall verbally point out any deficient areas found. A formal letter with the inspection results will then follow with a deadline date for correcting the deficient area(s). A follow-up inspection on or about the deadline date shall then be performed to insure compliance by the Lessee. The Refuge Manager shall be verbally notified of all other agency inspections related to safety at the time of the inspection, i.e., OSHA, with a copy of the written safety reports to be provided to the Refuge Manager no later than ten (10) working days after receipt.

AMENDMENT NO. 2 TO BUILDING LEASE CONTRACT NO. 14-16-0003-81-525

OLIN CORPORATION

BUILDING LEASE CONTRACT NO. 14-16-0003-81-525, issued October 1, 1980, between Olin Corporation, and the United States of America, is hereby amended as follows:

Page 4 - Clause TWELVE - Paragraph (a): Delete present paragraph (a) in its entirety and insert new paragraph (a) below:

"(a) Lessor is now providing and maintaining fire protection service for certain areas of the Crab Orchard Refuge, including the area in which the leased premises are located. However, due to the nature of Lessee's operation, it is understood that Lessor's personnel will not be required to enter the leased area for the purpose of extinguishing fires. It is further understood that Lessor, upon call from Lessee, will, if available, deliver a pumper with hose and other equipment to a point on the leased premises to be determined by agreement of the parties for the purpose of extinguishing fire and other purposes agreed upon by the parties. This equipment will be turned over to Lessee's qualified personnel for their use as required for extinguishing fire within the leased area. Lessee is to be responsible for any damage to Lessor's equipment while in its custody. A representative of the Lessee will return the pumper and equipment to the Fire Station when it has served its purpose.

It is also understood and agreed between the parties hereto that Lessor at its option and upon not less than thirty (30) days notice in writing to Lessee, may discontinue or suspend such services, in any or all of the Crab Orchard Refuge including the area in which the leased premises are located; and that the discontinuance or suspension of any or all of such services shall not constitute a reason or basis for adjustment or change in the amount of rental to be paid by Lessee as provided for herein, or for adjustment or change in any of the other terms hereof."

ALL OTHER provisions and conditions of the original building lease contract, except as amended, shall remain in full force and effect.

United States of America  
Acting by and through  
The Secretary of the Interior

By:   
ACTING Regional Director

Effective Date:

November 1, 1982

OLIN CORPORATION

By: 

000275



AMENDMENT NO. 3 TO BUILDING LEASE CONTRACT NO. 14-16-0003-81-525

OLIN CORPORATION

BUILDING LEASE CONTRACT NO. 14-16-0003-81-525, issued October 1, 1980, between Olin Corporation, and the United States of America, is hereby amended as follows.

Page 1 of Page 1A (Rental Date Schedule) -- ADD:

<u>Building Designation</u>	<u>Building Sq.Ft.</u>	<u>Type of Use**</u>	<u>Full Insurable Replacement Value</u>
I-1-1 (179)	10,250	CS	\$43,000
I-1-2 (180)	13,900	CS	59,000
Annex #3 (210)	5,500	CS	25,000
Ramp #2 W/Addition	1,500	CS	7,000
Parking Lot (SIU)	1-Acre	--	--

ADJUST: Annual Rental Computation effective August 1, 1983 to:

Type of Use**	=	CS
Total Sq. Ft.	=	75,100
Rate/Sq.Ft./Year*	=	\$0.45
Annual Rental	=	\$33,795.00#
Monthly Installment	=	\$ 2,816.25#

#Rental Credit in the amount of \$10,900.00 will be applied to Annual Rental Assessments for exterior building repair costs incurred by the Lessee to Buildings I-1-1, I-1-2, Annex #3 and Ramp #2 with Addition. No monthly rental installment will be required of the Lessee until November, 1983. However, the Lessee will be required to furnish the Lessor with paid, itemized receipts for exterior building repair costs to above buildings in order to be eligible for the Rental Credit. Repairs must be completed on or before October 31, 1983.

ALL OTHER provisions and conditions of the original building lease contract, excepted as amended, shall remain in full force and effect.

OLIN CORPORATION

By: 

United States of America  
Acting by and through  
The Secretary of the Interior

By: 

Regional Director

Effective Date: AUGUST 1, 1983

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AMENDMENT NO. 4 TO BUILDING LEASE CONTRACT NO. 14-16-0003-81-525

OLIN CORPORATION

BUILDING LEASE CONTRACT NO. 14-16-0003-81-525, issued October 1, 1980, between Olin Corporation, and the United States of America, is hereby amended as follows:

Page 1 of Page 1A - RENTAL RATE SCHEDULE -- ADD:

<u>Building Designation</u>	<u>Building Sq.Ft.</u>	<u>Type of Use**</u>	<u>Full Insurable Replacement Value</u>
Acreage (Buffer) (as per attached Exhibit "A" delineated in Red)	27.33 Acres	---	---

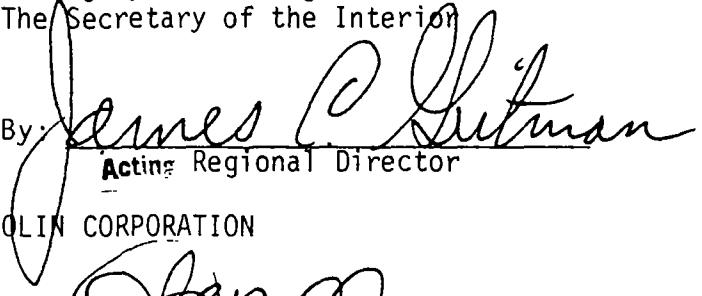
ADJUST: Upon completion of installation of fence in buffer area, adjust Annual Rental Computations as follows:

Type of Use**	=	Acreage
Total Sq.Ft.	=	27.33 Acres
Rate/Sq.Ft./Year*	=	\$50.00 per Acre
Annual Rental	=	\$1,366.50
Total Annual Rental	=	\$35,161.50
Monthly Installment	=	\$2,930.13

ALL OTHER provisions and conditions of the original building lease contract, except as amended, shall remain in full force and effect.

United States of America  
Acting by and through  
The Secretary of the Interior

By:

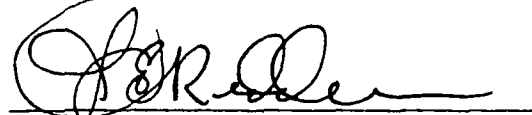
  
Acting Regional Director

Effective Date:

See ADJUSTMENT ABOVE

OLIN CORPORATION

By:



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OLIN CORPORATION

BUILDING LEASE CONTRACT NO. 14-16-0003-81-525, issued October 1, 1980, between Olin Corporation, and the United States of America, is hereby amended as follows:

Page 1 of Page 1A - RENTAL RATE SCHEDULE - DELETE:

<u>Building</u> <u>Designation</u>	<u>Building</u> <u>Sq. Ft.</u>	<u>Type of</u> <u>Use**</u>	<u>Full</u> <u>Replacement Value</u>
I-1-2 (180)	13,900	CS	\$59,000
Annex #3 (210)	5,500	CS	25,000
I-1-4 (182)	226	CS	1,000
I-1-5 (183)	570	CS	3,000
I-1-95 (204)	2,268	CS	10,000
RAMP #2 W/Addition	1,500	CS	7,000
TOTAL	51,136		

ADJUST: Total building Sq. Ft., Total Annual Rental, and Monthly Installment to:

----- "Total Building Sq. Ft. = 51,136  
Total Annual Rental = \$24,377.70 (includes acreage assessment)  
Monthly Installment = \$2,031.48

ALL OTHER provisions and conditions of the original building lease contract, except as amended, shall remain in full force and effect.

United States of America  
Acting by and through  
The Secretary of the Interior

Effective Date:  
March 1, 1989

By James C. Sullivan  
Regional Director

OLIN CORPORATION

By William J. Sullivan

BUILDING LEASE

Contract No. 14-16-0003-81-526

by and between

U. S. Fish and Wildlife Service

and

OLIN CORPORATION

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Lease Contract

THIS LEASE, made and entered into as of the 1st Day of October, 1980, by and between the UNITED STATES OF AMERICA, acting by and through the U.S. Fish and Wildlife Service, of the U.S. Department of the Interior, hereinafter referred to as the LESSOR, under and pursuant to the authority contained in 61 Stat. 770 (1947), 16 U.S.C. 666f,g, and

- OLIN CORPORATION -

a corporation, organized and existing under the laws of Illinois, licensed to do business in Illinois, occupying rental space in the Crab Orchard National Wildlife Refuge industrial area with business address as Post Office Drawer G - Marion, Illinois 62959 - hereinafter referred to as the LESSEE.

WITNESSETH, that said Lessor does by these presents lease unto the said Lessee the following described real estate and premises, situated in the County of Williamson and State of Illinois; to-wit:

Building(s) situated within the boundaries of Lessor's facility known as Crab Orchard National Wildlife Refuge, Carterville, Illinois, and designated as Building(s) (SEE PAGE 1A) on Lessor's Illinois Ordnance Plant Layout Plan No. 6544-101.34 & 101.40, a copy of which is on file at the Refuge Headquarters for reference;

for use in manufacturing and/or cold storage, as specified by and under terms authorized by Lessor, together with all tenements, appurtenances, and improvements thereon or thereunto belonging, and together with any and all additions, improvements, betterments or replacements to said land and the building(s) situated thereon made during the term of this lease, for use as business property and also subject to terms or conditions hereinafter referred to in this lease contract, for a term beginning on the First Day of October, 1980, and ending on the Thirtieth Day of September, 1990, both dates inclusive on the following terms and conditions, to-wit;

ONE: Lessee shall pay to the Lessor rental to begin October 1, 1980, as computed in the rental rate schedule attached hereto as page 1A which becomes a part and condition of this lease contract. Such rental to be paid in equal monthly installments payable in advance on the first day of each and every month during the term of this lease, commencing October 1, 1980. Such payment shall be made by Checks, Postal Money Order or Bank Draft, payable to the U. S. Fish and Wildlife Service, and forwarded to Project Manager, Crab Orchard National Wildlife Refuge, Post Office Box J, Carterville, Illinois 62918.

\*This lease is subject to a periodic rental rate adjustment after October 1, 1982 to reflect the fair market rate in the local area for like facilities. This rental rate will be based upon the basic building without any improvements made or maintenance performed by the current Lessee. Rental rate adjustments will be made no more frequently than annually and will be based upon either rental rate surveys conducted by the Government at five year intervals, or, by current annual Consumer Indexes. (As periodic rental rate adjustments occur, the Lessor will be required to furnish a 3-month written notification to Lessee prior to effecting the new rental rate adjustment.) Any new rental rate adjustment may be disputed in accordance with Paragraph 23 of this lease.

New Construction: Effective October 1, 1980, no new construction rates will be assessed the Lessee; however, new construction will be amortized by the Lessee over a maximum life span of ten (10) years from date construction is completed and/or occupancy by Lessee, whichever is sooner, in any event no later than September 30, 1990. This condition applies to all present or future new construction or new building modifications, and to any "new" construction and/or building modifications not older than 10 years on the effective date of this lease. After the ten (10) year period above or after September 30, 1990, whichever comes first, the new applicable rental rate will apply and be assessed the Lessee.

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# RENTAL RATE SCHEDULE

--

Effective October 1, 1980

Building Designation	Building Sq.Ft.	Type of Use**	Full Insurable Replacement Value	Annual Rental Computation						
				Dates		Type of Use**	Total Sq. Ft.	Rate/Sq.Ft./ Year*	Annual Rental	Monthly Installment
				From	To					
B-2-5	1,704	See Note (1)	Below	10/1/80	9/30/81	CS	30,067	\$0.35	\$10,523.45	\$ 876.95
B-2-8	629	See Note (1)	Below	Effective 10/1/81	----	CS	30,067	\$0.45	\$13,530.15	\$1,127.51
F-2-2	20,193	CS	\$78,000							
F-2-2A	1,005	CS	5,000							
F-2-2B	812	CS	4,000							
F-2-3	208	CS	1,000							
F-2-4	208	CS	1,000							
F-2-11	7,072	CS	31,000							
Ramp 3	275	CS	1,000							
Ramp 8	132	See Note (1) Below	1,000							
Ramp 9	294	CS	1,000							
Note (1) - Buildings B-2-5 and B-2-8 are not occupied and pending decontamination approval; therefore, no rental is assessed. Ramp 8 is a passageway only and not used as part of cold storage operation--no rental assessment.										
Illinois Ordnance Plant Layout Plan(s) No.(s) Reference(s): 6544-101.34 and 6544-101.40										
Industry Name: OLIN CORPORATION										
Lease Contract No.: 14-16-0003-81-526				*See Section ONE of Lease Contract for explanation. ***"M" Designates rental space utilized for "Manufacturing" and rental rates assessed accordingly. "CS" Designates rental space utilized for "Cold Storage" and rental rates assessed accordingly. PAGE 1 of PAGE 1A						

1A

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TWO: Lessor, by a five (5) day notice in writing, may terminate this lease in the event (a) a receiver or trustee is appointed for Lessee or its property, or Lessee make an assignment for the benefit of creditors, or Lessee becomes insolvent, or a petition is filed by or against Lessee pursuant to any of the provisions of the United States Bankruptcy Act, as amended for the purpose of adjudicating Lessee a bankrupt, or for the reorganization of Lessee, or for the purpose of effecting a composition or rearrangement with Lessee's creditors, and any such petition filed against Lessee is not dismissed within sixty (60) days; or (b) of any violation of any of the terms, conditions or covenants of this lease and the failure of Lessee to cure such violation within five (5) days from the giving of a written notice thereof by Lessor to Lessee. Upon expiration or termination of this lease, Lessor shall have the right to invoke any remedy permitted by law or in equity for the protection of its interests hereunder, and Lessee hereby expressly waives all rights which it may have to redeem or to be served with any further notice of Lessor's intention to cancel or terminate this lease other than as herein provided. In the event that this lease is terminated by reason of the violation by Lessee of any of its terms, conditions or covenants, Lessor shall have the right to sue for and recover all unpaid rents and damages accrued or accruing under this lease or arising out of any violation thereof. If default be made in the payment of the above rent, or any part thereof, or in any of the covenants herein contained to be kept by the Lessee, Lessor may at any time, at its election, upon five (5) days written notice to Lessee, demand possession of and re-enter said premises, or any part thereof, with or without process of laws, and remove Lessee or any persons occupying the same without releasing Lessee from its obligations to pay rent and all other sums as the same become due and payable until the expiration of the term of this lease. Provided such five (5) days notice shall have been given as provided in the next preceding sentence, nothing contained in this paragraph shall limit the rights of Lessor to any of the remedies that would otherwise be available to Lessor under the Landlord and Tenant Act of the State of Illinois.

THREE: Lessee shall have the option to terminate this lease, upon three (3) months written notice to the Lessor of such termination. Lessor shall have the option to terminate this lease for cause upon 30 days notice to Lessee. Grounds for termination for cause include, but are not limited to, any violation by the Lessee of any of the terms, conditions or covenants of this lease or declaration of a national emergency.

FOUR: Lessee has inspected and knows the condition of the leased premises and it is understood that the leased premises are hereby leased to Lessee without any obligation on the part of Lessor to make any alterations, repairs, or additions thereto except as hereinunder in this agreement provided.

FIVE: Lessee shall not make any additions, improvements or alterations to the leased premises, without the prior written consent of Lessor. Additions, improvements or alterations include, but are not limited to, such actions as altering the construction of the floors, walls, columns or ceilings. Any additions, improvements, alterations, or replacements made by the Lessee to the leased premises, such as but not limited to, floor covering, insulation, panelling or other wall or ceiling finishing, installed lighting or plumbing fixtures, or partitions attached to the walls, ceiling, or floor, and all other similar additions, shall upon their addition become the property of the Lessor, and shall not be removed from the leased premises by the Lessee either during the life of the Lease or thereafter. However, the Lessee shall have the right to install such machinery, equipment, or furniture upon the leased premises as may, in the Lessee's opinion, be necessary for the proper use thereof, and upon the expiration, termination, or cancellation of the Lease, or within such reasonable time thereafter as may be allowed by the Lessor, Lessee may remove such machinery, equipment, or furniture; provided, however, that all expenses in connection with such installations or such removals shall be paid by the Lessee; and provided further, that the Lessee shall, at its own expense, promptly repair any damage to the leased premises caused by such installations or removals. For the time which may be accorded by Lessor within which Lessee may remove its

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property from the demised premises or in the event Lessee shall pay Lessor double rental per day, computed from the date of expiration, termination or cancellation of the term of this lease, to and including the date of Lessee's vacation, removal of Lessee's property from the demised premises, or to and including the date of completion of repairs necessitated by such removal, whichever is later; provided, however, Lessee shall during the said period continue to be bound by its covenants and agreements (except as to rental provide in paragraph ONE hereof) as herein contained with respect to the demised premises, and to Lessor, notwithstanding the expiration, termination or cancellation of the term of this lease. In the event Lessee shall hold over after the expiration of the term above demised for a sufficient period of time to create a renewal of this lease by operation of law, then any renewal or future right of possession not evidenced by a written mutually executed instrument, shall be a tenancy from calendar month to calendar month.

SIX: Lessee shall use reasonable care in the occupation and use of the leased premises and shall at all times, during the term of this lease, keep and maintain the same in good state of repair; Lessee shall, at his own expense, make all repairs and perform all maintenance necessary to keep the premises at all times in as good condition as at the beginning of the term of this lease, and upon the expiration or termination of this lease, except as provided in paragraph FOUR hereof Lessee shall yield and place Lessor in peaceful possession of the leased premises free and clear of any liens, claims or encumbrances and in as good condition as the premises existed at the commencement of this lease, ordinary wear and tear excepted. The attached "Building Maintenance Standards" listed in Exhibit No. 1 will apply during the term of this lease.

SEVEN: If Lessee shall fail or neglect to remove its property or restore the leased premises within the time above provided, then Lessor may cause such property to be removed and the leased premises to be so restored, and the cost of such removal and restorations shall be paid by Lessee to Lessor on demand, and no claims for damages against Lessor or its officers, agents, contractors, or employees shall be created or made on account of such removal and restoration. If property remains beyond 60-day termination period, it will become the property of the United States.

The Lessee shall furnish and keep in force a performance bond with a Surety Company acceptable to the Secretary of the Treasury conditioned upon the faithful performance of this paragraph, in the amount of \$2,000.00. Performance bond will be delivered to the Lessor prior to and as a condition of approval of this lease by Lessor.

EIGHT: Lessor or its designated representative shall have the right to inspect the leased premises at all reasonable times during the term of this lease.

NINE: Lessee shall, at all times during the term of this lease, exercise due diligence in the protection of the leased premises against damage or destruction by fire, windstorm, or other hazards, and shall, at its own cost, procure and maintain insurance against such loss or damage equal to the full insurable replacement value of said premises as established by the U.S. Fish and Wildlife Service, in such companies as Lessor shall approve. If said premises are damaged or destroyed thereby, Lessor may elect whether to require that Lessee immediately, at its own cost, repair or rebuild said premises to place them in as good and tenantable condition as prior to said damage or destruction, in which case Lessee shall then be entitled to all moneys received under the insurance policies for application against the cost of repairing or rebuilding said premises. In the alternative; Lessor elects not to require repair of damage, Lessor shall be entitled to all monies received under the insurance policies as compensation.

Lessee agrees that in the event any property of the United States within the Crab Orchard Refuge, of which the leased premises constitute a part, is damaged or destroyed as a result of Lessee's use and occupancy of the leases premises, if so required by Lessor it shall



be promptly repaired or replaced by Lessee to the satisfaction of Lessor, or in lieu of such repair or replacement, Lessee shall pay the Lessor money in an amount sufficient to compensate for the loss sustained by the United States by reason of damage to or destruction of property within the said Crab Orchard Refuge.

Lessee agrees to save Lessor harmless from any liability whatsoever because of accident or injury to persons occurring due to the occupancy, use, or operation of said premises, and those resulting from the acts or omissions of the Lessee, its agents, or servants.

Lessee agrees to procure and maintain, at its own cost, public liability, personal injury and property damage insurance with coverage of at least \$300,000 and \$100,000 respectfully.

The policies evidencing all types of insurance coverage required by Lessor shall name Lessor as an additional named insured. Lessee shall furnish to the Lessor such evidence as is necessary to show compliance with said requirement within 60 days from the effective date of this contract.

In the event Lessee fails to maintain any such insurance or fails to pay any of the premiums when due, Lessor may at its option procure such insurance and pay any delinquent premiums, and Lessee hereby agrees to reimburse Lessor immediately thereafter for any such cost, which amount is hereby declared to be additional rental becoming immediately due and payable.

TEN: Lessee agrees that if the premises shall be destroyed or damaged by causes relating to the use of the building for the Lessee's official business or any other cause (including fire), as to be untenable and unfit for occupancy, such fact shall not affect the provisions of this lease; and the Lessee hereby waives all rights to quit and surrender possession of the premises in such event and thereby to relieve itself of the payment of rent subsequent to the date of such surrender, and expressly agrees that its obligations hereunder, including the payment of rent, shall continue the same as though said building had not been destroyed or injured. When said premises have been entirely repaired or rebuilt or compensation has been paid to the satisfaction of the Lessor, the Lessee shall then have the cancellation option under the terms herein provided for.

ELEVEN: Lessee shall have all necessary and reasonable privileges of the use of established roads and highways as required in the use and occupation of the leased premises.

TWELVE: (a) Lessor is now providing and maintaining fire protection services for certain areas of the Crab Orchard Refuge, including the area in which the leased premises are located. However, it is understood and agreed between the parties hereto that Lessor at its option and upon not less than thirty (30) days notice in writing to Lessee, may discontinue or suspend such services, in any or all of the Crab Orchard Refuge including the area in which the leased premises are located; and that the discontinuance or suspension of any or all of such services shall not constitute a reason or basis for adjustment or change in the amount of rental to be paid by Lessee as provided for herein, or for adjustment or change in any of the other terms hereof.

(b) Lessor has the facilities for furnishing one or more of the following services, to-wit: (1) water, and (2) sewage disposal to certain buildings and areas in the Crab Orchard Refuge. Lessor's ability to furnish such services is dependent upon and limited to the present existing facilities for the production, processing and distribution of such services, and it is understood and agreed by the parties hereto that Lessor will not enlarge or extend such facilities to permit a different production, processing and distribution than is possible as the facilities now exist, but that Lessee with the prior written approval of Lessor and at Lessee's expense, may enlarge, extend or alter such facilities to permit different or additional services. Within the limits of its authority and funds available, therefore, Lessor agrees to

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furnish any one or more of such services, if requested by Lessee to do so, to the leased premises if the present facilities are sufficient to furnish the service requested. In the event Lessor does furnish any of the above named services to the leased premises Lessee hereby agrees to pay Lessor for such services, for the period furnished, on the basis of rates and charges fixed, therefore, by Lessor. Water and sewer rates are to be comparable with the rates charged by neighboring cities. The water and sewer rates are to be adjusted by October 1, 1980 and re-evaluated every three years thereafter. It is agreed between the parties hereto, however, that in the event Lessor shall sell, lease, or otherwise dispose of the facilities for the production, processing and distribution or otherwise furnishing of water and sewage disposal services, or any of them, Lessor shall require the purchaser or grantee of the facility transferred to agree to furnish, or continue furnishing, service if requested by Lessee to do so, and thereupon Lessor's liability in relation to the furnishing of such services shall cease, and Lessor shall in no way be liable thereafter for the furnishing of such services. Lessee further agrees to pay Lessor for any other service rendered to Lessee including rehabilitation, alteration, or repair of the leased premises, as may be agreed upon between the parties hereto.

(c) If the term of this contract extends beyond the current Government fiscal year, the Lessor's liability for furnishing services and facilities herein provided for is contingent upon the availability of appropriations for expenditures beyond such fiscal year.

THIRTEEN: In the occupation, use and operation of the leased premises or any part thereof, Lessee agrees to comply with all applicable Federal, State, municipal and local laws and the rules, regulations and requirements of any departments and Bureaus and all local ordinances and regulations, including rules, regulations and requirements issued by Lessor, its Officers and employees pertaining to the protection, safety and maintenance of the Crab Orchard Refuge, of which the leased premises constitute a portion, and Lessee further agrees to indemnify and hold Lessor harmless from any liability or penalty which may be imposed by local or State authority or any department or Bureau thereof by reason of any assorted violation by Lessee of such laws, rules, orders, ordinances or regulations; provided, however, that nothing herein contained shall prohibit Lessee from contesting in good faith the validity of such laws, rules, orders, ordinance or regulations.

Lessee agrees to abide by all present and future State and Federal regulations pertaining to environmental protection. Any violation of such regulations not corrected within sixty (60) days after written notice is received shall constitute grounds for the Lessor to terminate this lease agreement for cause. In the event the Lessor determines that a condition created by action or inaction of the Lessee is seriously endangering plant, animal, or human populations, the Lessor may require the Lessee to stop operations immediately. Upon a determination of the Lessor that such emergency conditions have been corrected, Lessor may allow the Lessee to resume operations.

FOURTEEN: During the term of this lease, the Lessee agrees to abide by the Nondiscrimination, Employment of the Handicapped, the Disabled Veterans and Veterans of the Vietnam Era, clauses as listed in Exhibit No. 2.

FIFTEEN: Except with the prior written consent of Lessor, Lessee shall not sublet any part of the premises or assign this lease or any of its rights hereunder or transfer, assign, mortgage or otherwise encumber any of the leased premises provided, however, that this paragraph shall not prohibit Lessee for its own account or under such other arrangements as it may deem desirable without any expense to Lessor, from dispensing and selling food, soft drinks, tobacco products, confectionary and similar articles to employees of Lessee on the premises.

SIXTEEN: Subject to the provisions of paragraph FIFTEEN hereof, this lease shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto.

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SEVENTEEN: Lessee warrants that is has not employed any person to solicit or secure this lease upon any agreement for a commission, percentage, brokerage or contingent fee.

EIGHTEEN: The failure of Lessor to insist in any one or more instances upon performances of any of the terms, covenants or conditions of this lease shall not be construed as a waiver or relinquishment of the future performance of any such term, covenant, or condition, but Lessee's obligation with respect to such future performance shall continue in full force and effect.

NINETEEN: No member of or delegate to Congress or resident commissioner shall be admitted to any share or part of this lease or to any benefit that may arise therefrom, but this provision shall not be construed to apply to this lease if made with a corporation for its general benefit.

TWENTY: Any notice or advice to or demand upon the Lessee shall be in writing and shall be deemed to have been given or made on the day when it is sent by certified mail (return receipt requested) or otherwise delivered in a manner which will objectively establish the date of receipt, to the Lessee, addressed to  
- Post Office Drawer G - Marion, Illinois 62959 -  
or at such other address as Lessee may hereafter from time to time specify in writing for such purpose. Any notice or advice to or demand upon the Lessor shall be in writing and shall be deemed to have been given or made when it is sent by certified mail (return receipt requested) or otherwise delivered in a manner which will objectively establish the date of receipt, to Lessor, addressed to Project Manager, United States Fish and Wildlife Service, Crab Orchard National Wildlife Refuge, Post Office Box J, Carterville, Illinois 62918, or at such other address as Lessor may hereafter from time to time specify in writing for such purposes.

TWENTY-ONE: It is agreed between the parties hereto that water, sewer, gas, and electric lines and other utility or service installations or equipment, which are part of a general distribution system and which enter upon or cross the leased premises, either under, on, or above surface, are specifically exempted from and not included as a part of the leased premises. Lessee agrees that Lessor or its representatives, may at any time enter upon the leased premises for the purpose of performing repairs, maintenance, or replacement work on said utility installations, equipment and systems.

TWENTY-TWO: In connection with the performance of work under this Lease, the Lessee agrees not to employ any person undergoing sentence of imprisonment at hard labor except as provided by Public Law 89-176, September 10, 1965 (18 U.S.C. 4082(c)(2)) and Executive Order 11755, December 29, 1973.

TWENTY-THREE: Except as otherwise provided in this contract, any dispute concerning a question of fact arising under this Lease which is not disposed of by agreement shall be decided by the Regional Director, who shall reduce his decision to writing and mail or otherwise furnish a copy thereof to the Lessee. The decision of the Regional Director shall be final and conclusive unless, within 30 days from the date of receipt of such copy, the Lessee mails or otherwise furnishes to the Regional Director a written appeal addressed to the head of the agency involved. The decision of the head of the agency or his duly authorized representative for the determination of such appeals shall be final and conclusive. This provision shall not be pleaded in any suit involving a question of fact arising under this lease as limiting judicial review of any such decision to cases where fraud by such official or his representative or board is alleged: Provided, however, That any such decisions shall be final and conclusive unless the same is fraudulent or capricious or arbitrary or so grossly erroneous as necessarily to imply bad faith or is not supported by substantial evidence. In connection with any appeal proceeding under this clause, the Lessee shall be afforded an opportunity to be heard and to offer evidence in support of his appeal. Pending final decision of a dispute hereunder, the Lessee shall proceed diligently with the performance of the Lease and in accordance with the Regional Director's decision.

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This disputes clause does not preclude consideration of questions of law in connection with decisions provided for in paragraph above. Nothing in this Lease, however, shall be construed as making final the decision of any administrative official, representative, or board on a question of law.

TWENTY-FOUR: It is understood and agreed by and between the parties hereto that the within instrument constitutes the full and complete record of this transaction and that no statements, representations, commitments, or agreements, whether oral or written, unless incorporated herein, or added hereto by properly executed amendment, shall be of any force and effect nor shall in any way operate to vary the terms hereof.

TWENTY-FIVE: Should the Fish and Wildlife Service enter negotiations for a master industrial complex lease and in the event this lease is consummated, all current industrial leases with the Fish and Wildlife Service will be sublet and managed under the provisions of the master lease. The current leases control for the length of their term.

IN WITNESS WHEREOF, the parties hereto have subscribed their names as of the date above written.

UNITED STATES OF AMERICA  
Acting by and through the  
Secretary of the Interior

By James P. Gutzman  
Acting Regional Director

In presence of  
Rodger Rodd  
Rodger Rodd

(Address)

J. E. Redden  
J. E. Redden  
Vice President, TSO  
(Lessee)

(If Lessee is a corporation complete the following certification.)

I, \_\_\_\_\_, certify that I am the \_\_\_\_\_  
of the corporation named as Lessee in this lease, that \_\_\_\_\_  
who signed said lease in behalf of the Lessee was then \_\_\_\_\_  
of said corporation and has authority to sign for said corporation; that  
said lease was duly signed for and in behalf of said corporation by  
authority of its governing body, and is within the scope of its corporate  
powers.

\_\_\_\_\_ (Corporate or Notary Seal)

Building Maintenance Standards

The "Building Maintenance Standards" listed below establish criteria for inspection and evaluation of industrial operations. All federal, state, county and local laws, regulations and directives shall remain in effect and apply as applicable to industrial operations. These standards do not exempt any industrial operations from compliance to other applicable laws, regulations and directives governing their operation.

Roofs and Ventilators = Roofs and ventilators shall be coated or painted to prevent deterioration and leakage into buildings. As rust appears, patching and/or painting shall be required. On the average, it shall be necessary to recoat roofs on 5-year intervals.

Building Wall Exteriors = The same provisions as indicated for roofs shall apply to the exterior walls of leased buildings.

Wooden Doors and Frame Work = As wood portions deteriorate, it shall be the responsibility of the Lessee to take the necessary action to repair, repaint, and/or replace any portions of overhead doors, office doors, window framing, door framing, etc.

Windows = All windows shall be maintained in a good state of repair. As breakage or cracks and holes occur, it shall be the Lessee's responsibility to repair or replace as conditions warrant. Caulking and weatherstripping shall be performed as necessary.

Underpinning = Some buildings may require underpinning. For those buildings, all underpinning shall be maintained in a good state of repair by the Lessee. As repair, replacement, repainting, etc., is deemed necessary, it shall be the Lessee's responsibility.

Grounds Maintenance = All areas shall present a good visual appearance. This entails proper litter disposal, inside storage of scrap metals and wood, mowed lawns, and neat parking areas.

Safety Maintenance = Building maintenance shall be in compliance with OSHA regulations, state and local building codes and other national consensus standards (i.e., National Electric Code, Life Safety Code, ANSI Standards), as applicable. In the case of conflict between the above safety standards, the more stringent shall apply. The U.S. Fish and Wildlife Service reserves the option to adopt or develop additional safety standards as necessary and require compliance with same provided appropriate written notice and implementation period is established. The Fish and Wildlife Service shall resolve all questions regarding the application of safety standards. Safety inspection emphasis shall include but not be limited to fire extinguishers, means of egress, electrical, source of heating, storage of combustible materials, housekeeping and storage, and danger and warning signs posted where needed.

Building Inspections = Inspections shall be performed by a Refuge official. During these inspections, the inspector shall verbally point out any deficient areas found. A formal letter with the inspection results will then follow with a deadline date for correcting the deficient area(s). A follow-up inspection on or about the deadline date shall then be performed to insure compliance by the Lessee. The project leader shall be verbally notified of all other agency inspections related to safety at the time of the inspection, i.e., OSHA, with a copy of the written safety report to the provided to the project leader no later than five (5) working days after receipt.

NONDISCRIMINATION

SECTION I

Requirements Relating to Employment

and

Service to the Public

A. EMPLOYMENT: During the performance of this contract, the Lessee agrees as follows:

(1) The Lessee will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Lessee will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: Employment upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Lessee agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Secretary setting forth the provisions of this nondiscrimination clause.

(2) The Lessee will, in all solicitations or advertisements for employees placed by or on behalf of the Lessee, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

(3) The Lessee will send to each labor union or representative of workers with which the Lessee has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the Secretary, advising the labor union or workers' representative of the Lessee's commitments under Section 202 of Executive Order 11246 of September 24, 1965, as amended by Executive Order 11375 of October 13, 1967, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The Lessee will comply with all provisions of Executive Order No. 11246 of September 24, 1965, as amended by Executive Order No. 11375 of October 13, 1967, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(5) The Lessee will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, as amended by Executive Order No. 11375 of October 13, 1967, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to the Lessee's books, records, and accounts by the Secretary of the Interior and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(6) In the event of the Lessee's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be cancelled, terminated, or suspended in whole or in part and the Lessee may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, as amended by Executive Order No. 11375 of October 13, 1967, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(7) The Lessee will include the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 2404 of Executive Order No. 11246 of September 24, 1965, as amended by Executive Order No. 11375 of October 13, 1967, so that such provisions will be binding upon each subcontractor or vendor. The Lessee will take such action with respect to any subcontract or purchase order as the Secretary may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event the Lessee becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Secretary, the Lessee may request the United States to enter into such litigation to protect the interests of the United States.

#### B. CONSTRUCTION, REPAIR, AND SIMILAR CONTRACTS:

The preceding provisions A(1) through (7) governing performance of work under this contract, as set out in Section 202 of Executive Order No. 11246, dated September 24, 1965, as amended by Executive Order No. 11375 of October 13, 1967, shall be applicable to this contract, and shall be included in all contracts executed by the Lessee for the performance of construction, repair, and similar work contemplated by this contract, and for that purpose the term "contract" shall be deemed to refer to this instrument and to contracts awarded by the Lessee and the term "Lessee" shall be deemed to refer to the Lessee and to contractors awarded contracts by the Lessee.

C. FACILITIES: (1) Definitions: As used herein: (i) Lessee shall mean the Lessee and its employees, agents, sublessees, and contractors, and the successors in interest of the Lessee; (ii) facility shall mean any and all services, facilities, privileges, and accommodations, or activities available to the general public and permitted by this agreement.

(2) The Lessee is prohibited from: (i) publicizing facilities operated hereunder in any manner that would directly or inferentially reflect upon or question the acceptability of any person because of race, color, religion, sex, or national origin; (ii) discriminating by segregation or other means against any person because of race, color, religion, sex, or national origin in furnishing or refusing to furnish such person the use of any such facility.

(3) The Lessee shall post a notice in accordance with Federal regulations to inform the public of the provisions of this subsection, at such locations as will ensure that the notice and its contents will be conspicuous to any person seeking accommodations, facilities, services, or privileges. Such notice will be furnished the Lessee by the Secretary.

(4) The Lessee shall require provisions identical to those stated in subsection C herein to be incorporated in all of the Lessee's contracts or other forms of agreement for use of land made in pursuance of this agreement.

#### SECTION II: EMPLOYMENT OF THE HANDICAPPED

Within 120 days of the commencement of a contract every Government contractor or subcontractor holding a contract that generates gross receipts which exceed \$50,000 or more and having 50 or more employees shall prepare and maintain an affirmative action program at each establishment which shall set forth the contractor's policies, practices and procedures in accordance with the affirmative action program requirement.

#### PART A

The contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. The contractor agreed to take affirmative action to employ, advance

in employment and otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicap in all employment practices such as the following: Employment, upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

#### PART B

The contractor agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.

#### PART C

In the event of the contractor's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with the rules, regulations and relevant orders of the Secretary of Labor issued pursuant to the Act.

#### PART D

The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Director, provided by or through the contracting officer. Such notices shall state the contractor's obligation under the law to take affirmative action to employ and advance in employment qualified handicapped employees and applicants for employment, and the rights of applicants and employees.

#### PART E

The contractor will notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the contractor is bound by the terms of Section 503 of the Rehabilitation Act of 1973, and is committed to take affirmative action to employ and advance in employment physically and mentally handicapped individuals.

#### PART F

The contractor will include the provisions of this clause in every subcontract that generates gross receipts which exceed \$2,500 or more unless exempted by rules, regulations, or orders of the Secretary issued pursuant to Section 503 of the Act, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the Director of the Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for noncompliance.

### SECTION III: DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA

(a) The contractor will not discriminate against any employee or applicant for employment because he or she is a disabled veteran or veteran of the Vietnam era in regard to any position for which the employee or applicant for employment is qualified. The contractor agrees to take affirmative action to employ, advance in employment, and otherwise treat qualified disabled veterans and veterans of the Vietnam era without discrimination based upon their disability or veterans status in all employment practices such as the following: employment upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.



(b) The contractor agrees that all suitable employment openings of the contractor which exist at the time of the execution of this contract and those which occur during the performance of this contract, including those not generated by this contract and including those occurring at an establishment of the contractor other than the one wherein the contract is being performed but excluding those of independently operated corporate affiliates, shall be listed at an appropriate local office of the State employment service system wherein the opening occurs. The contractor further agrees to provide such reports to such local office regarding employment openings and hires as may be required.

State and local government agencies holding Federal contracts of \$10,000 or more shall also list all their suitable openings with the appropriate office of the State employment service, but are required to provide those reports set forth in paragraphs (d) and (e).

(c) Listing of employment openings with the employment service system pursuant to this clause shall be made at least concurrently with the use of any other recruitment source or effort and shall involve the normal obligations which attach to the placing of a bona fide job order, including the acceptance of referrals of veterans and non-veterans. The listing of employment openings does not require the hiring of any particular job applicant or from any particular group of job applicants, and nothing herein is intended to relieve the contractor from any requirements in Executive orders or regulations regarding nondiscrimination in employment.

(d) The reports required by paragraph (b) of this clause shall include, but not be limited to, periodic reports which shall be filed at least quarterly with the appropriate local office or, where the contractor has more than one hiring location in a State, with the central office of that State employment service. Such reports shall indicate for each hiring location (1) the number of individuals hired during the reporting period, (2) the number of nondisabled veterans of the Vietnam era hired, (3) the number of disabled veterans of the Vietnam era hired, and (4) the total number of disabled veterans hired. The reports should include covered veterans hired for on-the-job training under 38 U.S.C. 1787. The contractor shall submit a report within 30 days after the end of each reporting period wherein any performance is made on this contract identifying data for each hiring location. The contractor shall maintain at each hiring location copies of the reports submitted until the expiration of one year after final payment under the contract, during which time these reports and related documentation shall be made available, upon request, for examination by any authorized representatives of the contracting officer or of the Secretary of Labor. Documentation would include personnel records respecting job openings, recruitment, and placement.

(e) Whenever the contractor becomes contractually bound to the listing provisions of this clause, it shall advise the employment service system in each state where it has establishments of the name and location of each hiring location in the state. As long as the contractor is contractually bound to these provisions and has so advised the State system, there is no need to advise the State system of subsequent contracts. The contractor may advise the State system when it is no longer bound by this contract clause.

(f) This clause does not apply to the listing of employment openings which occur and are filled outside the 50 states, the District of Columbia, Puerto Rico, Guam, and the Virgin Islands.

(g) The provisions of paragraphs (b), (c), (d), and (e) of this clause do not apply to openings which the contractor proposes to fill from within his own organization or to fill pursuant to a customary and traditional employer-union hiring arrangement. This exclusion does not apply to a particular opening once an employer decides to consider applicants outside of his own organization or employer-union arrangement for that opening.

(h) As used in this clause: (1) "All suitable employment openings" includes, but is not limited to, openings which occur in the following job categories: production and non-production; plant and office; laborers and mechanics; supervisory and nonsupervisory; technical; and executive, administrative, and professional openings that are compensated on a salary basis of less than \$25,000 per year. This term includes full-time employment, temporary employment of more than 3 days' duration, and part-time employment. It does not include openings which the contractor proposes to fill from within his own organization or to fill pursuant to a customary and traditional employer-union hiring arrangement nor openings in an educational institution which are restricted to students of that institution. Under the most compelling circumstances an employment opening may not be suitable for listing, including such situations where the needs of the Government cannot reasonably be otherwise supplied, where listing would be contrary to national security, or where the requirement of listing would otherwise not be for the best interest of the Government.

(2) "Appropriate office of the State employment service system" means the local office of the Federal/State national system of public employment offices with assigned responsibility for serving the area where the employment opening is to be filled, including the District of Columbia, Guam, Puerto Rico, and the Virgin Islands.

(3) "Openings which the contractor proposes to fill from within his own organization" means employment openings for which no consideration will be given to persons outside the contractor's organization (including any affiliates, subsidiaries, and the parent companies) and includes any opening which the contractor proposes to fill from regularly established "recall" lists.

(4) "Openings which the contractor proposes to fill pursuant to a customary and traditional employer-union hiring arrangement" means employment openings which the contractor proposes to fill from union halls, which is part of the customary and traditional hiring relationship which exists between the contractor and representatives of his employees.

(i) The Contractor agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.

(j) In the event of the contractor's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.

(k) The contractor agrees to post in conspicuous places available to employees and applicants for employment notices in a form to be prescribed by the Director, provided by or through the contracting officer. Such notice shall state the contractor's obligation under the law to take affirmative action to employ and advance in employment qualified disabled veterans and veterans of the Vietnam era for employment, and the rights of applicants and employees.

(l) The contractor will notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding that the contractor is bound by terms of the Vietnam Era Veteran's Readjustment Assistance Act and is committed to take affirmative action to employ and advance in employment qualified disabled veterans and veterans of the Vietnam era.

(m) The contractor will include the provisions of this clause in every subcontract or purchase order of \$10,000 or more unless exempted by rules, regulations, or orders of the Secretary issued pursuant to the Act, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the Director of the Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for noncompliance.

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#### EMPLOYMENT OF THE HANDICAPPED

- (a) The Contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. The contractor agrees to take affirmative action to employ, advance in employment and otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicap in all employment practices such as the following: employment, upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
- (b) The contractor agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Rehabilitation Act of 1973, as amended.
- (c) In the event of the contractor's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with the rules, regulations and relevant orders of the Secretary of Labor issued pursuant to the Act.
- (d) The contractor agrees to post in conspicuous places, available to employee and applicants for employment, notices in a form to be prescribed by the Director, Office of Federal Contract Compliance Program, Department of Labor, provided by or through the contracting officer. Such notices shall state the contractor's obligation under the law to take affirmative action to employ and advance in employment qualified handicapped employees and applicants for employment, and the rights of applicants and employees.
- (e) The contractor will notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the contractor is bound by the terms of Section 503 of the Act and is committed to take affirmative action to employ and advance in employment physically and mentally handicapped individuals.
- (f) The contractor will include the provisions of this clause in every subcontract or purchase order of \$2,500 or more unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 503 of the Act, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the Director, Office of Federal Contract Compliance Programs, may direct to enforce such provisions, including action for noncompliance.

AMENDMENT NO. 1 TO BUILDING LEASE CONTRACT NO. 14-16-0003-81-526

OLIN CORPORATION

THIS BUILDING LEASE CONTRACT #14-16-0003-81-526, issued October 1, 1980, between the United States of America and Olin Corporation, is hereby amended as follows:

Increase Acreage in "B" Area as delineated in "Red" on attached "B" Area Map marked (Exhibit #1) as follows:

"B" #1. = South East of Building B-2-2: Install new fence from Point "N" to Point "S."

Acreage = 4.49 Acres

The above acreage increase to this lease contract is considered "Buffer Land Area" and will be assessed an acreage rental accordingly. Page 1A of this contract is also amended to reflect the acreage increase and change in monthly installment rental assessments. Rental adjustments are listed below:

"B" #1. = 4.49 Acres @ \$50.00 per Acre or \$224.50 per Annum  
Monthly Installment \$18.71

7/1/81 to 9/30/81: Adjust Monthly Installment from \$876.95 to \$895.66.

Effective 10/01/81: Adjust Monthly Installment from  
\$1,127.51 to \$1,146.22.

ALL OTHER provisions and conditions of the original building lease contract, except as amended, shall remain in full force and effect.

United States of America  
Acting by and through  
The Secretary of the Interior

By: Thomas J. By  
Acting Regional Director

Effective Date:  
July 1, 1981

OLIN CORPORATION

By: B. M. De

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AMENDMENT NO. 2 TO BUILDING LEASE CONTRACT  
NO. 14-16-0003-81-526

OLIN CORPORATION

THIS BUILDING LEASE CONTRACT #14-16-0003-81-526, issued October 1, 1980, between the United States of America and Olin Corporation, is hereby amended as follows:

Page 1A - Delete Buildings B-2-5 (1,704 SF) and B-2-8 (629 SF)  
from leased buildings listing.

ALL OTHER provisions and conditions of the original building lease contract, except as amended, shall remain in full force and effect.

United States of America  
Acting by and through  
The Secretary of the Interior

By Harold W. Benson  
acting Regional Director

Effective Date:

May 1, 1982

OLIN CORPORATION

By [Signature]

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AMENDMENT NO. 3 TO BUILDING LEASE CONTRACT NO. 14-16-0003-81-526

OLIN CORPORATION

BUILDING LEASE CONTRACT NO. 14-16-0003-81-526,  
issued October 1, 1980, between Olin Corporation,  
and the United States of America, is hereby amended as follows:

Page 1 - Clause ONE: Second paragraph, line number 5 of this paragraph:  
Delete entire third sentence and replace with the following sentence:

Rental rate adjustments will be made no more frequently than  
annually and will be based upon rental rate surveys conducted  
by the Government at least every five (5) years.

Clause ONE: Third paragraph, bottom of page, delete "New Con-  
struction" paragraph and insert the following new paragraph:

On the last day of the ten (10) year period above or on  
September 30, 1990, whichever comes first, all new construction  
and improvements made to the leased premises by the Lessee  
shall become property of the Lessor. After that date (assuming  
the lease is renewed, extended or re-issued), a new rental rate  
will be established. This new rate will be based upon the  
condition of the leased premises at the time, including all new  
construction and improvements.

Page 2 - Clause TWO: In lines number 1, 12, 25, and 30 of this clause,  
change the words "five (5)" to read "ten (10)."

In line number 27 of this clause, insert a period after the word  
"same", and delete "without releasing Lessee from its obligations to  
pay rent and all other sums as the same become due and payable until  
the expiration of the term of this lease."

Clause THREE: In line number 6 of this clause, after word "lease",  
insert "which have not been cured in the time allowed,".

Clause FIVE: Line number 1 of this clause, begin with word "FIVE"  
and delete in its entirety to word "However" in line number 12 and  
replace with the following two paragraphs:

FIVE: New Construction and Improvements.

"New construction" is defined as (1) additions and/or modifica-  
tions which increase the square footage of the leased building(s),  
or (2) construction of a new building or facility on the leased  
premises. "Improvements" is defined as modifications, alterations,  
or replacements made by the Lessee to the leased premises such  
as floor coverings, insulation, paneling, or other wall or  
ceiling finishing, installed lighting or plumbing fixtures, or  
partitions attached to the walls, ceilings, or floor, and all  
other similar additions.

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Lessee shall not undertake new construction or improvements to the leased premises without prior written approval of the Lessor when such new construction or improvements will increase building square footage, require additional water or sewer services, or will change the exterior design. Improvements to buildings which do not increase square footage or increase water and sewer services, can be performed by Lessee with prior written notification to Lessor. Any new construction or improvements made by the Lessee to the leased premises shall not be removed from the leased premises by the Lessee, either during the life of the lease or thereafter without prior written approval of the Lessor.

Page 3 - Clause FIVE: Top of page between words "Lessee" and "shall", insert the following: "holds over after the expiration, termination, or cancellation of the term of this lease, Lessee"

Page 3 - Clause SIX: Lines number 11 and 12 in this clause, change "Building Maintenance Standards" to "Operational Policies, Performance and Building Maintenance Standards" and replace present Exhibit No. 1, "Building Maintenance Standards" with attached new Exhibit No. 1, "Operational Policies, Performance and Building Maintenance Standards."

Page 4 - Clause NINE: Delete present paragraph three of Clause NINE and replace with the following:

"Lessee agrees to save Lessor harmless from any liability whatsoever because of accident or injury to persons occurring due to the occupancy, use, or operation of said premises, and those resulting from the acts or omissions of the Lessee, its agents, or servants; however, Lessee does not save Lessor harmless from any liability whatsoever because of accident or injury to persons or property resulting from the acts or omissions of the Lessor, its agents, or servants."

Page 5 - Clause THIRTEEN: Second paragraph, line number 5 in this clause, after word "cause.", add new phrase "unless within that time the Lessee demonstrates to the Lessor's satisfaction that the Lessee is contesting the violation and has reasonable grounds for the contest."

Page 6 - Clause TWENTY: Line number 3 in this clause, delete words "when it is sent" and insert "it is received."

Line number 10 in this clause, delete words "when it is sent" and insert "on the day it is received."

Clause TWENTY-TWO: Delete present clause in its entirety and insert new clause below:

TWENTY-TWO: Renewal option. Lessee is granted the option to renew this lease under terms and conditions specified at the time of renewal by the Lessor, subject to the conditions that: 1) the water, sewer, and access facilities at the refuge are adequate and will remain serviceable for the term of the renewal period without necessitating major rehabilitation, maintenance, or repair, and 2) the Lessee is in compliance with the existing lease and applicable Federal and State laws including any permits thereunder, and 3) that sufficient funds are available to the Lessor to continue operating the industrial program.

This renewal option is for an additional period of ten (10) years and may be exercised by written notice to the Lessor given no later than 180 days prior to the expiration of this lease. Lessor, within 90 days after receipt of the Lessee's written notice to renew the lease, will provide the Lessee with the terms and conditions of the renewed lease.

Should the Fish and Wildlife Service decide to re-lease the premises at the end of the lease term or at the end of any renewal option, the Lessee shall be granted the right of first refusal to re-lease the premises under terms and conditions specified by Lessor at that time, subject to the same conditions contained in the first paragraph of this clause, above."

Page 7 - Clause TWENTY-FIVE: In first sentence, insert "master" after the first "this". In line number 3 in this clause, delete words, "all current industrial leases" and insert "this industrial lease." Change last sentence to read, "This industrial lease controls for the length of its term."

ALL OTHER provisions and conditions of the original building lease contract, except as amended, shall remain in full force and effect.

United States of America  
Acting by and through  
The Secretary of the Interior

By:   
Acting Regional Director

Effective Date:

JUNE 1, 1982

By:   
(Lessee)

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OPERATIONAL POLICIES, PERFORMANCE AND  
BUILDING MAINTENANCE STANDARDS

A. OPERATIONAL POLICIES:

1. Water and sewer rates are to be comparable with the rates charged by neighboring cities. The water and sewer rates were adjusted October 1, 1980 and will be re-evaluated every three years thereafter.
2. Rental rates for the existing buildings are to be comparable with fair market value. Rental surveys and rate adjustments are to be done by the Realty Staff of the Fish and Wildlife Service and will be effective by October 1, 1980. Rental rate adjustments apply to all industrial tenants with the exceptions of those with leases which prescribe the rental rate.

The fair market rental rate will apply to the basic building and associated land, and not to new construction and improvements made by the tenant. The annual rate which has been customarily charged on new construction (2¢ and/or 5¢ per square foot) will be discontinued.

3. Fire protection and water and sewer services should be obtained for industry from off-refuge sources if such services are adequate and more economical for the Government.
4. Off-refuge use of Refuge sewer and water services is not to be permitted. The three current off-refuge users are to be notified that these services will not be provided after 1998 and may be terminated earlier.
5. Water filtration and sewage treatment operations will be discontinued on the refuge by the year 1998. This date coincides with the life expectancy of these facilities. Alternative sources for these services must be secured before then.
6. Fish and Wildlife Service funds are not to be expended in those areas or on those facilities that will not be retained after the short term phase as described in the Crab Orchard Industrial Policy, unless for facilities removal.
7. Maintenance and Performance Standards are to be implemented by August 1, 1981.

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8. Prior to the removal of unused and/or unneeded buildings and other industrial facilities, the Crab Orchard Industrial Association will be notified and given the opportunity to comment upon the disposal plan(s).
9. Cold storage buildings in Area 3 cannot be converted to manufacturing space. In those industrial areas scheduled to be retained after the ten (10) year, short range goal, conversions from cold storage space to manufacturing space will be considered on an individual basis, upon request.
10. New building construction, additions, or modifications to existing buildings will be permitted only if the plans and specifications meet standards and have the required written approval. Internal and external building modifications will become property of the U.S. Government at the termination of the lease contract. Transferred property would not include furniture, movable equipment, etc., but would include such items as heating systems, air conditioning systems, wiring, etc., that are normally considered to be part of the building.
11. The outside storage of supplies, materials, and equipment will be permitted only in conjunction with a manufacturing operation. These designated areas must be small, screened within developed yards, and approved in writing.
12. Permanent outside truck and trailer storage will not be permitted.
13. Vacated concrete pads or slabs cannot be rented or used for operations such as truck terminals, gravel or coal stockpiles or related activities. Requests for uses other than those listed above will be considered on an individual basis.
14. New tenants, prior to moving onto the refuge, will be required to bring buildings up to proper maintenance standards.
15. Lease compliance by industrial tenants is to be monitored and checked by the Fish and Wildlife Service. At a minimum, compliance inspections will be made semi-annually.

B. PERFORMANCE AND BUILDING MAINTENANCE STANDARDS

1. POLICIES TO BE USED IN THE CURRENT OPERATIONS:

Renovation

Renovation of existing industrial facilities is to be harmonious and compatible with a National Wildlife Refuge and in accordance with high standards typical of a quality industrial park.

Buildings and grounds are to be renovated with special emphasis on exterior aesthetics.

#### Utilities

All new or renovated electrical, gas, telephone, telegraph, cable television, water and sewer lines shall be placed underground.

#### Signage

Signs shall be integrated with the building design and architecture in terms of material and placement. Signage allowed is to be in accordance with the Fish and Wildlife Service sign manual and designed to result in an attractive and appealing appearance. All signs must be approved by the Refuge Manager and the Regional Sign Coordinator. Signs will be limited in size to a maximum of 35 square feet of surface area, and cannot be lighted or consume energy. Requests for signs shall include location, size, height and sign purpose. The Fish and Wildlife Service will provide all roadside, directional, and regulatory signs.

#### Uses Permitted

The type of use permitted for new tenants will be restricted to wholesaling, light manufacturing, fabrication, processing, or warehousing activity that will be:

- non-polluting
- free from excessive noise
- contained within the building(s) with limited use of the surrounding land area for storage
- causing no problems with the waste treatment system.

Applications will include a complete description of the total operation.

## 2. PERFORMANCE STANDARDS

- a. Parking - Parking shall be provided on the basis of one stall for every 1½ persons employed. It may be reduced where it can be demonstrated that such reduction is justified due to joint use of facilities or other factors having impact on parking demand and capacity.

- b. Parking Lots and Structures - Parking lots and structures shall be designed to provide efficient parking. When feasible, parking shall be screened from view and integrated among the buildings. Parking areas should be appropriately landscaped to break up the monotony of the areas. Grades in parking lots shall not exceed 4 percent, and perimeters of parking lots shall be screened with appropriate landscaping (plant materials, berms, fences, etc.).
- c. Loading Docks - All loading docks shall be screened from view from major public roadways. Access to new loading areas (and existing loading areas where feasible) shall be adequate to provide proper maneuverability of the anticipated vehicles. Such access shall not conflict with pedestrian circulation patterns and other uses of the property in the area.
- d. Truck and Trailer Transfer Points - The leasing of land for the sole purpose of transferring cargo from one trailer to another, or tractors from one trailer to another, shall not be established. (This activity is permissible in conjunction with a warehousing and/or manufacturing business).
- e. Trash Facilities, Propane Gas Tanks, Utility Terminals, Transformers, Metering Devices, Holding Systems, and Other Accessory Equipment and Structures - Accessory equipment and structures should not be visible to the public nor shall they occupy locations that are in conflict with pedestrian movement. Vehicular access to such facilities shall be appropriately located to minimize any conflicts with other land uses and circulation.
- f. Architectural Controls - Remodeling of existing buildings shall take into account compatibility with a National Wildlife Refuge. Elements of compatibility include, but are not limited to: structural soundness, general safety, exterior material and their appearance and durability, landscaping, exterior lighting and site improvements. The materials should be natural in source and be in the range of earth colors (tan buildings with dark brown trim). Materials list and color scheme must be approved by the Refuge Manager.
- g. Screening of Rooftop Equipment - All rooftop equipment shall be designed to minimize undesirable views and forms. Screening shall be accomplished through the use of architectural elements and materials which are consistent with the building design.

- h. Sign Control - Signs are to be integrated with the building design and architecture in terms of the materials and placement of such signs. Billboards and rooftop signs are prohibited. All street signs and other public informational-type signs will be provided by the Fish and Wildlife Service.
- i. Vibration - Any use creating vibrations, such as are created by heavy drop forges, or heavy hydraulic surges, or devices which cause a dangerous high frequency vibration, shall be prohibited if such vibrations are perceptible or destructive beyond the walls of the immediate structure.
- j. Screening - Any industrial use abutting public use areas shall provide and maintain a wall, fence or planting to screen and reduce the noise and dust between the two uses and to inhibit eye level vision between the public use area and industrial areas.
- k. Industrial Waste Material - All liquid and solid wastes shall be identified in all processes and operations and approved disposal methods identified. All wastes discharged to the sanitary sewer shall meet the requirements of the Fish and Wildlife Service. Storm drainage shall meet the requirements of all State laws, rules, regulations, and watershed district requirements. Storm water drainage shall be protected from undue pollution and contaminants. All solid wastes must be identified and handled in compliance with Federal, State and local requirements.
- l. Noise - Noise levels inside all buildings and outside all buildings must meet Federal, State, and local requirements.
- m. Air Pollution - All emissions shall meet Federal, State and local requirements.

### 3. BUILDING MAINTENANCE STANDARDS

The "Building Maintenance Standards" listed below establish criteria for inspection and evaluation of industrial operations. All federal, state, county and local laws, regulations and directives shall remain in effect and apply as applicable to industrial operations. These standards do not exempt any industrial operations from compliance with other applicable laws, regulations and directives governing their operation.

- a. Roofs and Ventilators - Roofs and ventilators shall be coated or painted to prevent deterioration and leakage into buildings. As rust appears, patching and/or painting shall be required. On the average, it shall be necessary to recoat roofs on 5-year intervals.

- b. Building Wall Exteriors - The same provisions as indicated for roofs shall apply to the exterior walls of leased buildings.
- c. Wooden Doors and Frame Work - As wood portions deteriorate, it shall be the responsibility of the Lessee to take the necessary action to repair, repaint, and/or replace any portions of overhead doors, office doors, window framing, door framing, etc.
- d. Windows - All windows shall be maintained in a good state of repair. As breakage or cracks and holes occur, it shall be the Lessee's responsibility to repair or replace as conditions warrant. Caulking and weatherstripping shall be performed as necessary.
- e. Underpinning - Some buildings may require underpinning. For those buildings, all underpinning shall be maintained in a good state of repair by the Lessee. As repair, replacement, repainting, etc., is deemed necessary, it shall be the Lessee's responsibility.
- f. Grounds Maintenance - All areas shall present a good visual appearance. This entails proper litter disposal, inside storage of scrap metals and wood, mowed lawns, and neat parking areas.
- g. Safety Maintenance - Building maintenance shall be in compliance with OSHA regulations, state and local building codes and other national consensus standards (i.e., National Electric Code, Life Safety Code, ANSI Standards), as applicable. In the case of conflict between the above safety standards, the more stringent shall apply. The U.S. Fish and Wildlife Service reserves the option to adopt or develop additional safety standards as necessary and to require compliance with same, provided written notice and an appropriate implementation period is established. The Fish and Wildlife Service shall resolve all questions regarding the application of safety standards. Safety inspection emphasis shall include but not be limited to fire extinguishers, means of egress, electrical, source of heating, storage of combustible materials, housekeeping and storage, and danger and warning signs posted where needed.

- h. Building Inspections - Inspections shall be performed by a Refuge official. During these inspections, the inspector shall verbally point out any deficient areas found. A formal letter with the inspection results will then follow with a deadline date for correcting the deficient area(s). A follow-up inspection on or about the deadline date shall then be performed to insure compliance by the Lessee. The Refuge Manager shall be verbally notified of all other agency inspections related to safety at the time of the inspection, i.e., OSHA, with a copy of the written safety reports to be provided to the Refuge Manager no later than ten (10) working days after receipt.

AMENDMENT NO. 4 TO BUILDING LEASE CONTRACT NO. 14-16-0003-81-526

OLIN CORPORATION

Building Lease Contract No. 14-16-0003-81-526, issued October 1, 1980, between Olin Corporation, and the United States of America, is hereby amended as follows:

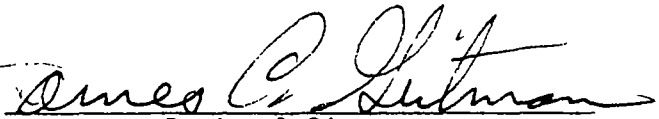
Page 4 - Clause TWELVE - Paragraph (a): Delete present paragraph (a) in its entirety and insert new paragraph (a) below:

"(a) Lessor is now providing and maintaining fire protection service for certain areas of the Crab Orchard Refuge, including the area in which the leased premises are located. However, due to the nature of Lessee's operation, it is understood that Lessor's personnel will not be required to enter the leased area for the purpose of extinguishing fires. It is further understood that Lessor, upon call from Lessee, will, if available, deliver a pumper with hose and other equipment to a point on the leased premises to be determined by agreement of the parties for the purpose of extinguishing fire and other purposes agreed upon by the parties. This equipment will be turned over to Lessee's qualified personnel for their use as required for extinguishing fire within the leased area. Lessee is to be responsible for any damage to Lessor's equipment while in its custody. A representative of the Lessee will return the pumper and equipment to the Fire Station when it has served its purpose.

It is also understood and agreed between the parties hereto that Lessor at its option and upon not less than thirty (30) days notice in writing to Lessee, may discontinue or suspend such services, in any or all of the Crab Orchard Refuge including the area in which the leased premises are located; and that the discontinuance or suspension of any or all of such services shall not constitute a reason or basis for adjustment or change in the amount of rental to be paid by Lessee as provided for herein, or for adjustment or change in any of the other terms hereof."

ALL OTHER provisions and conditions of the original building lease contract, except as amended, shall remain in full force and effect.


United States of America  
Acting by and through  
The Secretary of the Interior

By:   
ACTING Regional Director

Effective Date:

November 1, 1982

OLIN CORPORATION

By: 

000307



AMENDMENT NO. 5 TO BUILDING LEASE CONTRACT NO. 14-16-0003-81-526

OLIN CORPORATION

BUILDING LEASE CONTRACT NO. 14-16-0003-81-526, issued October 1, 1980, between Olin Corporation, and the United States of America, is hereby amended as follows:

PAGE 1A RENTAL RATE SCHEDULE: "ADD" the following buildings and acreage:

Building Designation	Building Sq. ft.	Type of Use**	Full Insurable Replacement value
F-2-1#24	19,168	M	\$74,000 See Note (2) below
F-2-5#28	1,056	M	5,000 AS ABOVE
F-2-8#30	336	M	2,000 AS ABOVE
F-2-9#31	6,840	M	30,000 AS ABOVE
F-2-10#32	4,959	M	23,000 AS ABOVE
F-2-12#34	4,556	M	21,000 AS ABOVE
F-2-15	84	M	1,000 AS ABOVE
R-5	525	M	2,000 AS ABOVE
R-6	525	M	2,000 AS ABOVE
R-7	525	M	2,000 AS ABOVE
Acreage	18 AC	N.A.	N.A. AS ABOVE

F-2-20                      600                      CS                      3,000      See Note (3) below

Note (2): The addition of the above buildings and acreage is subject to the following terms and conditions:

- (A) All improvements to the buildings will be at Lessee's expense. If a building(s) or other facilities are not in use by January 1, 1989, demolition and clean-up will be required at Lessee's expense to be completed by September 1, 1990.
- (B) Costs associated with utilities are the responsibility of the Lessee. This includes water and sewer line extension and meters.

000208

- (C) Lessee will notify Lessor as buildings are refurbished and placed into use. Monthly rental assessments will then apply as appropriate to each building use.
- (D) Ramps #R-5, #R-6, and #R-7 are used as passageways only and not part of the manufacturing/cold storage operations. No rental will be assessed these ramps.
- (E) The lease will require demolition and clean-up of the site at the expiration of the current lease unless the Lessee is using the buildings and plans to continue using them. A renewal of the lease can be evaluated at that time.
- (F) Increase Acreage by 18 acres and install new fence in "F" Area as delineated in "Red" on attached "F" Area Map marked (Exhibit #1) to this Amendment. Adjust acreage Rental Assessment as listed below:

"From: 4.49 Acres @\$50.00 per Acre or \$224.50 per Annum  
Monthly Installment \$18.71"

"To: 22.49 Acres @\$50.00 per Acre or \$1,124.50 per Annum  
Monthly Installment \$93.71"

Adjust Monthly Rental Installment

From: "\$1,146.22

To: \$1,221.22"

Note (3): Building No. F-2-20 is considered "new construction" and construction was completed April, 1986. No monthly rental will be assessed until April, 1996.

000209

ALL OTHER provisions and conditions of the original building lease contract, except as amended, shall remain in full force and effect.

United States of America  
Acting by and through  
The Secretary of the Interior

By *John P. [Signature]*  
Acting Regional Director

Effective Date:  
December 1, 1986

Olin Corporation  
By *A.A. Catani /msw* 11/13

000310

AMENDMENT No. 6 TO BUILDING LEASE CONTRACT No. 14-16-0003-81-526

OLIN CORPORATION

BUILDING LEASE CONTRACT No. 14-16-0003-81-526, issued October 1, 1980, between Olin Corporation, and the United States of America, is hereby amended as follows:

AMENDMENT No. 5 - Effective December 1, 1986:

Note (2): (A): Delete this paragraph in its entirety and  
Replace with the below paragraph:

"(A) All improvements to the buildings will be at Lessee's expense. If a building(s) or other facilities are not in use by January 1, 1991, demolition and clean-up will be required at Lessee's expense to be completed by September 1, 1992."

Note (2): (F): Increase acreage by an additional 9 acres and install new fence in "F" Area as delineated in "Green" on attached "F" Area Map marked (Exhibit#1) to this Amendment. Adjust acreage Rental Assessment as listed below:

"From: 22.49 acres @50.00 per acre or  
\$1,124.50 per Annum. Monthly installment:  
\$93.71."

"To: 31.49 acres @50.00 per acre or  
\$1,574.50 per Annum. Monthly installment:  
\$131.21."

Adjust Monthly Rental Installment

"From: \$1,221.22"

"To: \$1,258.74"


ALL OTHER provisions and conditions of the original building lease contract, except as amended, shall remain in full force and effect.

United States of America  
Acting by and through  
The Secretary of the Interior

Effective Date:  
August 1, 1988

By   
Acting Regional Director

Olin Corporation

By 

000311

BUILDING LEASE

Contract No. 14-16-0003-81-527

by and between

U. S. Fish and Wildlife Service

and

OLIN CORPORATION

000312

Lease Contract

THIS LEASE, made and entered into as of the 1st Day of October, 1980, by and between the UNITED STATES OF AMERICA, acting by and through the U.S. Fish and Wildlife Service, of the U.S. Department of the Interior, hereinafter referred to as the LESSOR, under and pursuant to the authority contained in 61 Stat. 770 (1947), 16 U.S.C. 666f,g, and

- OLIN CORPORATION -

a corporation, organized and existing under the laws of Illinois, licensed to do business in Illinois, occupying rental space in the Crab Orchard National Wildlife Refuge industrial area with business address as - Post Office Drawer G, Marion, Illinois 62959 - hereinafter referred to as the LESSEE.

WITNESSETH, that said Lessor does by these presents lease unto the said Lessee the following described real estate and premises, situated in the County of Williamson and State of Illinois; to-wit:

Building(s) situated within the boundaries of Lessor's facility known as Crab Orchard National Wildlife Refuge, Carterville, Illinois, and designated as Building(s) (SEE PAGE 1A) on Lessor's Illinois Ordnance Plant Layout Plan No. 6544-101.21B, a copy of which is on file at the Refuge Headquarters for reference;

for use in manufacturing and/or cold storage, as specified by and under terms authorized by Lessor, together with all tenements, appurtenances, and improvements thereon or thereunto belonging, and together with any and all additions, improvements, betterments or replacements to said land and the building(s) situated thereon made during the term of this lease, for use as business property and also subject to terms or conditions hereinafter referred to in this lease contract, for a term beginning on the First Day of October, 1980, and ending on the Thirtieth Day of September, 1990, both dates inclusive on the following terms and conditions, to-wit;

ONE: Lessee shall pay to the Lessor rental to begin October 1, 1980, as computed in the rental rate schedule attached hereto as page 1A which becomes a part and condition of this lease contract. Such rental to be paid in equal monthly installments payable in advance on the first day of each and every month during the term of this lease, commencing October 1, 1980. Such payment shall be made by Checks, Postal Money Order or Bank Draft, payable to the U. S. Fish and Wildlife Service, and forwarded to Project Manager, Crab Orchard National Wildlife Refuge, Post Office Box J, Carterville, Illinois 62918.

\*This lease is subject to a periodic rental rate adjustment after October 1, 1982 to reflect the fair market rate in the local area for like facilities. This rental rate will be based upon the basic building without any improvements made or maintenance performed by the current Lessee. Rental rate adjustments will be made no more frequently than annually and will be based upon either rental rate surveys conducted by the Government at five year intervals, or, by current annual Consumer Indexes. (As periodic rental rate adjustments occur, the Lessor will be required to furnish a 3-month written notification to Lessee prior to effecting the new rental rate adjustment.) Any new rental rate adjustment may be disputed in accordance with Paragraph 23 of this lease.

New Construction: Effective October 1, 1980, no new construction rates will be assessed the Lessee; however, new construction will be amortized by the Lessee over a maximum life span of ten (10) years from date construction is completed and/or occupancy by Lessee, whichever is sooner, in any event no later than September 30, 1990. This condition applies to all present or future new construction or new building modifications, and to any "new" construction and/or building modifications not older than 10 years on the effective date of this lease. After the ten (10) year period above or after September 30, 1990, whichever comes first, the new applicable rental rate will apply and be assessed the Lessee.

000313

# RENTAL RATE SCHEDULE

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Effective October 1, 1980

Building Designation	Building Sq.Ft.	Type of Use**	Full Insurable Replacement Value	Annual Rental Computation						
				Dates		Type of Use**	Total Sq. Ft.	Rate/Sq.Ft./ Year*	Annual Rental	Monthly Installment
				From	To					
II-1-1	10,608	CS	\$45,000	10/1/80  Effective 10/1/81	9/30/81  ----	CS  CS	26,316  26,316	\$0.35  \$0.45	\$ 9,210.60  \$11,842.20	\$767.55  \$986.85
II-1-2	10,608	CS	45,000							
Annex #1	5,100	CS	23,000							
Illinois Ordnance Plant Layout Plan(s) No.(s) Reference(s):  6544-101.21B				*See Section ONE of Lease Contract for explanation. **"M" Designates rental space utilized for "Manufacturing" and rental rates assessed accordingly. "CS" Designates rental space utilized for "Cold Storage" and rental rates assessed accordingly.  PAGE 1 of PAGE 1A						
Industry Name: OLIN CORPORATION										
Lease Contract No.: 14-16-0003-81-527										

1A

000317

TWO: Lessor, by a five (5) day notice in writing, may terminate this lease in the event (a) a receiver or trustee is appointed for Lessee or its property, or Lessee make an assignment for the benefit of creditors, or Lessee becomes insolvent, or a petition is filed by or against Lessee pursuant to any of the provisions of the United States Bankruptcy Act, as amended for the purpose of adjudicating Lessee a bankrupt, or for the reorganization of Lessee, or for the purpose of effecting a composition or rearrangement with Lessee's creditors, and any such petition filed against Lessee is not dismissed within sixty (60) days; or (b) of any violation of any of the terms, conditions or covenants of this lease and the failure of Lessee to cure such violation within five (5) days from the giving of a written notice thereof by Lessor to Lessee. Upon expiration or termination of this lease, Lessor shall have the right to invoke any remedy permitted by law or in equity for the protection of its interests hereunder, and Lessee hereby expressly waives all rights which it may have to redeem or to be served with any further notice of Lessor's intention to cancel or terminate this lease other than as herein provided. In the event that this lease is terminated by reason of the violation by Lessee of any of its terms, conditions or covenants, Lessor shall have the right to sue for and recover all unpaid rents and damages accrued or accruing under this lease or arising out of any violation thereof. If default be made in the payment of the above rent, or any part thereof, or in any of the covenants herein contained to be kept by the Lessee, Lessor may at any time, at its election, upon five (5) days written notice to Lessee, demand possession of and re-enter said premises, or any part thereof, with or without process of laws, and remove Lessee or any persons occupying the same without releasing Lessee from its obligations to pay rent and all other sums as the same become due and payable until the expiration of the term of this lease. Provided such five (5) days notice shall have been given as provided in the next preceding sentence, nothing contained in this paragraph shall limit the rights of Lessor to any of the remedies that would otherwise be available to Lessor under the Landlord and Tenant Act of the State of Illinois.

THREE: Lessee shall have the option to terminate this lease, upon three (3) months written notice to the Lessor of such termination. Lessor shall have the option to terminate this lease for cause upon 30 days notice to Lessee. Grounds for termination for cause include, but are not limited to, any violation by the Lessee of any of the terms, conditions or covenants of this lease or declaration of a national emergency.

FOUR: Lessee has inspected and knows the condition of the leased premises and it is understood that the leased premises are hereby leased to Lessee without any obligation on the part of Lessor to make any alterations, repairs, or additions thereto except as hereinunder in this agreement provided.

FIVE: Lessee shall not make any additions, improvements or alterations to the leased premises, without the prior written consent of Lessor. Additions, improvements or alterations include, but are not limited to, such actions as altering the construction of the floors, walls, columns or ceilings. Any additions, improvements, alterations, or replacements made by the Lessee to the leased premises, such as but not limited to, floor covering, insulation, panelling or other wall or ceiling finishing, installed lighting or plumbing fixtures, or partitions attached to the walls, ceiling, or floor, and all other similar additions, shall upon their addition become the property of the Lessor, and shall not be removed from the leased premises by the Lessee either during the life of the Lease or thereafter. However, the Lessee shall have the right to install such machinery, equipment, or furniture upon the leased premises as may, in the Lessee's opinion, be necessary for the proper use thereof, and upon the expiration, termination, or cancellation of the Lease, or within such reasonable time thereafter as may be allowed by the Lessor, Lessee may remove such machinery, equipment, or furniture; provided, however, that all expenses in connection with such installations or such removals shall be paid by the Lessee; and provided further, that the Lessee shall, at its own expense, promptly repair any damage to the leased premises caused by such installations or removals. For the time which may be accorded by Lessor within which Lessee may remove its



property from the demised premises or in the event Lessee shall pay Lessor double rental per day, computed from the date of expiration, termination or cancellation of the term of this lease, to and including the date of Lessee's vacation, removal of Lessee's property from the demised premises, or to and including the date of completion of repairs necessitated by such removal, whichever is later; provided, however, Lessee shall during the said period continue to be bound by its covenants and agreements (except as to rental provide in paragraph ONE hereof) as herein contained with respect to the demised premises, and to Lessor, notwithstanding the expiration, termination or cancellation of the term of this lease. In the event Lessee shall hold over after the expiration of the term above demised for a sufficient period of time to create a renewal of this lease by operation of law, then any renewal or future right of possession not evidenced by a written mutually executed instrument, shall be a tenancy from calendar month to calendar month.

SIX: Lessee shall use reasonable care in the occupation and use of the leased premises and shall at all times, during the term of this lease, keep and maintain the same in good state of repair; Lessee shall, at his own expense, make all repairs and perform all maintenance necessary to keep the premises at all times in as good condition as at the beginning of the term of this lease, and upon the expiration or termination of this lease, except as provided in paragraph FOUR hereof Lessee shall yield and place Lessor in peaceful possession of the leased premises free and clear of any liens, claims or encumbrances and in as good condition as the premises existed at the commencement of this lease, ordinary wear and tear excepted. The attached "Building Maintenance Standards" listed in Exhibit No. 1 will apply during the term of this lease.

SEVEN: If Lessee shall fail or neglect to remove its property or restore the leased premises within the time above provided, then Lessor may cause such property to be removed and the leased premises to be so restored, and the cost of such removal and restorations shall be paid by Lessee to Lessor on demand, and no claims for damages against Lessor or its officers, agents, contractors, or employees shall be created or made on account of such removal and restoration. If property remains beyond 60-day termination period, it will become the property of the United States.

The Lessee shall furnish and keep in force a performance bond with a Surety Company acceptable to the Secretary of the Treasury conditioned upon the faithful performance of this paragraph, in the amount of \$2,000.00. Performance bond will be delivered to the Lessor prior to and as a condition of approval of this lease by Lessor.

EIGHT: Lessor or its designated representative shall have the right to inspect the leased premises at all reasonable times during the term of this lease.

NINE: Lessee shall, at all times during the term of this lease, exercise due diligence in the protection of the leased premises against damage or destruction by fire, windstorm, or other hazards, and shall, at its own cost, procure and maintain insurance against such loss or damage equal to the full insurable replacement value of said premises as established by the U.S. Fish and Wildlife Service, in such companies as Lessor shall approve. If said premises are damaged or destroyed thereby, Lessor may elect whether to require that Lessee immediately, at its own cost, repair or rebuild said premises to place them in as good and tenable condition as prior to said damage or destruction, in which case Lessee shall then be entitled to all moneys received under the insurance policies for application against the cost of repairing or rebuilding said premises. In the alternative; Lessor elects not to require repair of damage, Lessor shall be entitled to all monies received under the insurance policies as compensation.

Lessee agrees that in the event any property of the United States within the Crab Orchard Refuge, of which the leased premises constitute a part, is damaged or destroyed as a result of Lessee's use and occupancy of the leased premises, if so required by Lessor it shall

be promptly repaired or replaced by Lessee to the satisfaction of Lessor, or in lieu of such repair or replacement, Lessee shall pay the Lessor money in an amount sufficient to compensate for the loss sustained by the United States by reason of damage to or destruction of property within the said Crab Orchard Refuge.

Lessee agrees to save Lessor harmless from any liability whatsoever because of accident or injury to persons occurring due to the occupancy, use, or operation of said premises, and those resulting from the acts or omissions of the Lessee, its agents, or servants.

Lessee agrees to procure and maintain, at its own cost, public liability, personal injury and property damage insurance with coverage of at least \$300,000 and \$100,000 respectfully.

The policies evidencing all types of insurance coverage required by Lessor shall name Lessor as an additional named insured. Lessee shall furnish to the Lessor such evidence as is necessary to show compliance with said requirement within 60 days from the effective date of this contract.

In the event Lessee fails to maintain any such insurance or fails to pay any of the premiums when due, Lessor may at its option procure such insurance and pay any delinquent premiums, and Lessee hereby agrees to reimburse Lessor immediately thereafter for any such cost, which amount is hereby declared to be additional rental becoming immediately due and payable.

TEN: Lessee agrees that if the premises shall be destroyed or damaged by causes relating to the use of the building for the Lessee's official business or any other cause (including fire), as to be untenable and unfit for occupancy, such fact shall not affect the provisions of this lease; and the Lessee hereby waives all rights to quit and surrender possession of the premises in such event and thereby to relieve itself of the payment of rent subsequent to the date of such surrender, and expressly agrees that its obligations hereunder, including the payment of rent, shall continue the same as though said building had not been destroyed or injured. When said premises have been entirely repaired or rebuilt or compensation has been paid to the satisfaction of the Lessor, the Lessee shall then have the cancellation option under the terms herein provided for.

ELEVEN: Lessee shall have all necessary and reasonable privileges of the use of established roads and highways as required in the use and occupation of the leased premises.

TWELVE: (a) Lessor is now providing and maintaining fire protection services for certain areas of the Crab Orchard Refuge, including the area in which the leased premises are located. However, it is understood and agreed between the parties hereto that Lessor at its option and upon not less than thirty (30) days notice in writing to Lessee, may discontinue or suspend such services, in any or all of the Crab Orchard Refuge including the area in which the leased premises are located; and that the discontinuance or suspension of any or all of such services shall not constitute a reason or basis for adjustment or change in the amount of rental to be paid by Lessee as provided for herein, or for adjustment or change in any of the other terms hereof.

(b) Lessor has the facilities for furnishing one or more of the following services, to-wit: (1) water, and (2) sewage disposal to certain buildings and areas in the Crab Orchard Refuge. Lessor's ability to furnish such services is dependent upon and limited to the present existing facilities for the production, processing and distribution of such services, and it is understood and agreed by the parties hereto that Lessor will not enlarge or extend such facilities to permit a different production, processing and distribution than is possible as the facilities now exist, but that Lessee with the prior written approval of Lessor and at Lessee's expense, may enlarge, extend or alter such facilities to permit different or additional services. Within the limits of its authority and funds available, therefore, Lessor agrees to

furnish any one or more of such services, if requested by Lessee to do so, to the leased premises if the present facilities are sufficient to furnish the service requested. In the event Lessor does furnish any of the above named services to the leased premises Lessee hereby agrees to pay Lessor for such services, for the period furnished, on the basis of rates and charges fixed, therefore, by Lessor. Water and sewer rates are to be comparable with the rates charged by neighboring cities. The water and sewer rates are to be adjusted by October 1, 1980 and re-evaluated every three years thereafter. It is agreed between the parties hereto, however, that in the event Lessor shall sell, lease, or otherwise dispose of the facilities for the production, processing and distribution or otherwise furnishing of water and sewage disposal services, or any of them, Lessor shall require the purchaser or grantee of the facility transferred to agree to furnish, or continue furnishing, service if requested by Lessee to do so, and thereupon Lessor's liability in relation to the furnishing of such services shall cease, and Lessor shall in no way be liable thereafter for the furnishing of such services. Lessee further agrees to pay Lessor for any other service rendered to Lessee including rehabilitation, alteration, or repair of the leased premises, as may be agreed upon between the parties hereto.

(c) If the term of this contract extends beyond the current Government fiscal year, the Lessor's liability for furnishing services and facilities herein provided for is contingent upon the availability of appropriations for expenditures beyond such fiscal year.

THIRTEEN: In the occupation, use and operation of the leased premises or any part thereof, Lessee agrees to comply with all applicable Federal, State, municipal and local laws and the rules, regulations and requirements of any departments and Bureaus and all local ordinances and regulations, including rules, regulations and requirements issued by Lessor, its Officers and employees pertaining to the protection, safety and maintenance of the Crab Orchard Refuge, of which the leased premises constitute a portion, and Lessee further agrees to indemnify and hold Lessor harmless from any liability or penalty which may be imposed by local or State authority or any department or Bureau thereof by reason of any assorted violation by Lessee of such laws, rules, orders, ordinances or regulations; provided, however, that nothing herein contained shall prohibit Lessee from contesting in good faith the validity of such laws, rules, orders, ordinance or regulations.

Lessee agrees to abide by all present and future State and Federal regulations pertaining to environmental protection. Any violation of such regulations not corrected within sixty (60) days after written notice is received shall constitute grounds for the Lessor to terminate this lease agreement for cause. In the event the Lessor determines that a condition created by action or inaction of the Lessee is seriously endangering plant, animal, or human populations, the Lessor may require the Lessee to stop operations immediately. Upon a determination of the Lessor that such emergency conditions have been corrected, Lessor may allow the Lessee to resume operations.

FOURTEEN: During the term of this lease, the Lessee agrees to abide by the Nondiscrimination, Employment of the Handicapped, the Disabled Veterans and Veterans of the Vietnam Era, clauses as listed in Exhibit No. 2.

FIFTEEN: Except with the prior written consent of Lessor, Lessee shall not sublet any part of the premises or assign this lease or any of its rights hereunder or transfer, assign, mortgage or otherwise encumber any of the leased premises provided, however, that this paragraph shall not prohibit Lessee for its own account or under such other arrangements as it may deem desirable without any expense to Lessor, from dispensing and selling food, soft drinks, tobacco products, confectionary and similar articles to employees of Lessee on the premises.

SIXTEEN: Subject to the provisions of paragraph FIFTEEN hereof, this lease shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto.

SEVENTEEN: Lessee warrants that it has not employed any person to solicit or secure this lease upon any agreement for a commission, percentage, brokerage or contingent fee.

EIGHTEEN: The failure of Lessor to insist in any one or more instances upon performances of any of the terms, covenants or conditions of this lease shall not be construed as a waiver or relinquishment of the future performance of any such term, covenant, or condition, but Lessee's obligation with respect to such future performance shall continue in full force and effect.

NINETEEN: No member of or delegate to Congress or resident commissioner shall be admitted to any share or part of this lease or to any benefit that may arise therefrom, but this provision shall not be construed to apply to this lease if made with a corporation for its general benefit.

TWENTY: Any notice or advice to or demand upon the Lessee shall be in writing and shall be deemed to have been given or made on the day when it is sent by certified mail (return receipt requested) or otherwise delivered in a manner which will objectively establish the date of receipt, to the Lessee, addressed to

- Post Office Drawer G - Marion, Illinois -

or at such other address as Lessee may hereafter from time to time specify in writing for such purpose. Any notice or advice to or demand upon the Lessor shall be in writing and shall be deemed to have been given or made when it is sent by certified mail (return receipt requested) or otherwise delivered in a manner which will objectively establish the date of receipt, to Lessor, addressed to Project Manager, United States Fish and Wildlife Service, Crab Orchard National Wildlife Refuge, Post Office Box J, Carterville, Illinois 62918, or at such other address as Lessor may hereafter from time to time specify in writing for such purposes.

TWENTY-ONE: It is agreed between the parties hereto that water, sewer, gas, and electric lines and other utility or service installations or equipment, which are part of a general distribution system and which enter upon or cross the leased premises, either under, on, or above surface, are specifically exempted from and not included as a part of the leased premises. Lessee agrees that Lessor or its representatives, may at any time enter upon the leased premises for the purpose of performing repairs, maintenance, or replacement work on said utility installations, equipment and systems.

TWENTY-TWO: In connection with the performance of work under this Lease, the Lessee agrees not to employ any person undergoing sentence of imprisonment at hard labor except as provided by Public Law 89-176, September 10, 1965 (18 U.S.C. 4082(c)(2)) and Executive Order 11755, December 29, 1973.

TWENTY-THREE: Except as otherwise provided in this contract, any dispute concerning a question of fact arising under this Lease which is not disposed of by agreement shall be decided by the Regional Director, who shall reduce his decision to writing and mail or otherwise furnish a copy thereof to the Lessee. The decision of the Regional Director shall be final and conclusive unless, within 30 days from the date of receipt of such copy, the Lessee mails or otherwise furnishes to the Regional Director a written appeal addressed to the head of the agency involved. The decision of the head of the agency or his duly authorized representative for the determination of such appeals shall be final and conclusive. This provision shall not be pleaded in any suit involving a question of fact arising under this lease as limiting judicial review of any such decision to cases where fraud by such official or his representative or board is alleged: Provided, however, That any such decisions shall be final and conclusive unless the same is fraudulent or capricious or arbitrary or so grossly erroneous as necessarily to imply bad faith or is not supported by substantial evidence. In connection with any appeal proceeding under this clause, the Lessee shall be afforded an opportunity to be heard and to offer evidence in support of his appeal. Pending final decision of a dispute hereunder, the Lessee shall proceed diligently with the performance of the Lease and in accordance with the Regional Director's decision.

This disputes clause does not preclude consideration of questions of law in connection with decisions provided for in paragraph above. Nothing in this Lease, however, shall be construed as making final the decision of any administrative official, representative, or board on a question of law.

TWENTY-FOUR: It is understood and agreed by and between the parties hereto that the within instrument constitutes the full and complete record of this transaction and that no statements, representations, commitments, or agreements, whether oral or written, unless incorporated herein, or added hereto by properly executed amendment, shall be of any force and effect nor shall in any way operate to vary the terms hereof.

TWENTY-FIVE: Should the Fish and Wildlife Service enter negotiations for a master industrial complex lease and in the event this lease is consummated, all current industrial leases with the Fish and Wildlife Service will be sublet and managed under the provisions of the master lease. The current leases control for the length of their term.

IN WITNESS WHEREOF, the parties hereto have subscribed their names as of the date above written.

UNITED STATES OF AMERICA  
Acting by and through the  
Secretary of the Interior

By James P. Hutton  
Acting Regional Director

In presence of:

Rodger Rodd  
Rodger Rodd

(Address)

J. E. Redden  
J. E. Redden  
Vice President, TSO

(Lessee)

(If Lessee is a corporation complete the following certification.)

I, \_\_\_\_\_, certify that I am the \_\_\_\_\_  
of the corporation named as Lessee in this lease, that \_\_\_\_\_  
who signed said lease in behalf of the Lessee was then \_\_\_\_\_  
of said corporation and has authority to sign for said corporation; that  
said lease was duly signed for and in behalf of said corporation by  
authority of its governing body, and is within the scope of its corporate  
powers.

\_\_\_\_\_  
(Corporate or Notary Seal)

000320

Building Maintenance Standards

The "Building Maintenance Standards" listed below establish criteria for inspection and evaluation of industrial operations. All federal, state, county and local laws, regulations and directives shall remain in effect and apply as applicable to industrial operations. These standards do not exempt any industrial operations from compliance to other applicable laws, regulations and directives governing their operation.

Roofs and Ventilators = Roofs and ventilators shall be coated or painted to prevent deterioration and leakage into buildings. As rust appears, patching and/or painting shall be required. On the average, it shall be necessary to recoat roofs on 5-year intervals.

Building Wall Exteriors = The same provisions as indicated for roofs shall apply to the exterior walls of leased buildings.

Wooden Doors and Frame Work = As wood portions deteriorate, it shall be the responsibility of the Lessee to take the necessary action to repair, repaint, and/or replace any portions of overhead doors, office doors, window framing, door framing, etc.

Windows = All windows shall be maintained in a good state of repair. As breakage or cracks and holes occur, it shall be the Lessee's responsibility to repair or replace as conditions warrant. Caulking and weatherstripping shall be performed as necessary.

Underpinning = Some buildings may require underpinning. For those buildings, all underpinning shall be maintained in a good state of repair by the Lessee. As repair, replacement, repainting, etc., is deemed necessary, it shall be the Lessee's responsibility.

Grounds Maintenance = All areas shall present a good visual appearance. This entails proper litter disposal, inside storage of scrap metals and wood, mowed lawns, and neat parking areas.

Safety Maintenance = Building maintenance shall be in compliance with OSHA regulations, state and local building codes and other national consensus standards (i.e., National Electric Code, Life Safety Code, ANSI Standards), as applicable. In the case of conflict between the above safety standards, the more stringent shall apply. The U.S. Fish and Wildlife Service reserves the option to adopt or develop additional safety standards as necessary and require compliance with same provided appropriate written notice and implementation period is established. The Fish and Wildlife Service shall resolve all questions regarding the application of safety standards. Safety inspection emphasis shall include but not be limited to fire extinguishers, means of egress, electrical, source of heating, storage of combustible materials, housekeeping and storage, and danger and warning signs posted where needed.

Building Inspections = Inspections shall be performed by a Refuge official. During these inspections, the inspector shall verbally point out any deficient areas found. A formal letter with the inspection results will then follow with a deadline date for correcting the deficient area(s). A follow-up inspection on or about the deadline date shall then be performed to insure compliance by the Lessee. The project leader shall be verbally notified of all other agency inspections related to safety at the time of the inspection, i.e., OSHA, with a copy of the written safety report to be provided to the project leader no later than five (5) working days after receipt.

NONDISCRIMINATION

SECTION I

Requirements Relating to Employment

and

Service to the Public

A. EMPLOYMENT: During the performance of this contract, the Lessee agrees as follows:

(1) The Lessee will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Lessee will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: Employment upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Lessee agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Secretary setting forth the provisions of this nondiscrimination clause.

(2) The Lessee will, in all solicitations or advertisements for employees placed by or on behalf of the Lessee, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

(3) The Lessee will send to each labor union or representative of workers with which the Lessee has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the Secretary, advising the labor union or workers' representative of the Lessee's commitments under Section 202 of Executive Order 11246 of September 24, 1965, as amended by Executive Order 11375 of October 13, 1967, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The Lessee will comply with all provisions of Executive Order No. 11246 of September 24, 1965, as amended by Executive Order No. 11375 of October 13, 1967, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(5) The Lessee will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, as amended by Executive Order No. 11375 of October 13, 1967, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to the Lessee's books, records, and accounts by the Secretary of the Interior and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(6) In the event of the Lessee's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be cancelled, terminated, or suspended in whole or in part and the Lessee may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, as amended by Executive Order No. 11375 of October 13, 1967, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(7) The Lessee will include the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 2404 of Executive Order No. 11246 of September 24, 1965, as amended by Executive Order No. 11375 of October 13, 1967, so that such provisions will be binding upon each subcontractor or vendor. The Lessee will take such action with respect to any subcontract or purchase order as the Secretary may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event the Lessee becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Secretary, the Lessee may request the United States to enter into such litigation to protect the interests of the United States.

#### B. CONSTRUCTION, REPAIR, AND SIMILAR CONTRACTS:

The preceding provisions A(1) through (7) governing performance of work under this contract, as set out in Section 202 of Executive Order No. 11246, dated September 24, 1965, as amended by Executive Order No. 11375 of October 13, 1967, shall be applicable to this contract, and shall be included in all contracts executed by the Lessee for the performance of construction, repair, and similar work contemplated by this contract, and for that purpose the term "contract" shall be deemed to refer to this instrument and to contracts awarded by the Lessee and the term "Lessee" shall be deemed to refer to the Lessee and to contractors awarded contracts by the Lessee.

C. FACILITIES: (1) Definitions: As used herein: (i) Lessee shall mean the Lessee and its employees, agents, sublessees, and contractors, and the successors in interest of the Lessee; (ii) facility shall mean any and all services, facilities, privileges, and accommodations, or activities available to the general public and permitted by this agreement.

(2) The Lessee is prohibited from: (i) publicizing facilities operated hereunder in any manner that would directly or inferentially reflect upon or question the acceptability of any person because of race, color, religion, sex, or national origin; (ii) discriminating by segregation or other means against any person because of race, color, religion, sex, or national origin in furnishing or refusing to furnish such person the use of any such facility.

(3) The Lessee shall post a notice in accordance with Federal regulations to inform the public of the provisions of this subsection, at such locations as will ensure that the notice and its contents will be conspicuous to any person seeking accommodations, facilities, services, or privileges. Such notice will be furnished the Lessee by the Secretary.

(4) The Lessee shall require provisions identical to those stated in subsection C herein to be incorporated in all of the Lessee's contracts or other forms of agreement for use of land made in pursuance of this agreement.

#### SECTION II: EMPLOYMENT OF THE HANDICAPPED

Within 120 days of the commencement of a contract every Government contractor or subcontractor holding a contract that generates gross receipts which exceed \$50,000 or more and having 50 or more employees shall prepare and maintain an affirmative action program at each establishment which shall set forth the contractor's policies, practices and procedures in accordance with the affirmative action program requirement.

#### PART A

The contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. The contractor agreed to take affirmative action to employ, advance



in employment and otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicap in all employment practices such as the following: Employment, upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

#### PART B

The contractor agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.

#### PART C

In the event of the contractor's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with the rules, regulations and relevant orders of the Secretary of Labor issued pursuant to the Act.

#### PART D

The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Director, provided by or through the contracting officer. Such notices shall state the contractor's obligation under the law to take affirmative action to employ and advance in employment qualified handicapped employees and applicants for employment, and the rights of applicants and employees.

#### PART E

The contractor will notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the contractor is bound by the terms of Section 503 of the Rehabilitation Act of 1973, and is committed to take affirmative action to employ and advance in employment physically and mentally handicapped individuals.

#### PART F

The contractor will include the provisions of this clause in every subcontract that generates gross receipts which exceed \$2,500 or more unless exempted by rules, regulations, or orders of the Secretary issued pursuant to Section 503 of the Act, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the Director of the Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for noncompliance.

### SECTION III: DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA

(a) The contractor will not discriminate against any employee or applicant for employment because he or she is a disabled veteran or veteran of the Vietnam era in regard to any position for which the employee or applicant for employment is qualified. The contractor agrees to take affirmative action to employ, advance in employment, and otherwise treat qualified disabled veterans and veterans of the Vietnam era without discrimination based upon their disability or veterans status in all employment practices such as the following: employment upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

(b) The contractor agrees that all suitable employment openings of the contractor which exist at the time of the execution of this contract and those which occur during the performance of this contract, including those not generated by this contract and including those occurring at an establishment of the contractor other than the one wherein the contract is being performed but excluding those of independently operated corporate affiliates, shall be listed at an appropriate local office of the State employment service system wherein the opening occurs. The contractor further agrees to provide such reports to such local office regarding employment openings and hires as may be required.

State and local government agencies holding Federal contracts of \$10,000 or more shall also list all their suitable openings with the appropriate office of the State employment service, but are required to provide those reports set forth in paragraphs (d) and (e).

(c) Listing of employment openings with the employment service system pursuant to this clause shall be made at least concurrently with the use of any other recruitment source or effort and shall involve the normal obligations which attach to the placing of a bona fide job order, including the acceptance of referrals of veterans and non-veterans. The listing of employment openings does not require the hiring of any particular job applicant or from any particular group of job applicants, and nothing herein is intended to relieve the contractor from any requirements in Executive orders or regulations regarding nondiscrimination in employment.

(d) The reports required by paragraph (b) of this clause shall include, but not be limited to, periodic reports which shall be filed at least quarterly with the appropriate local office or, where the contractor has more than one hiring location in a State, with the central office of that State employment service. Such reports shall indicate for each hiring location (1) the number of individuals hired during the reporting period, (2) the number of nondisabled veterans of the Vietnam era hired, (3) the number of disabled veterans of the Vietnam era hired, and (4) the total number of disabled veterans hired. The reports should include covered veterans hired for on-the-job training under 38 U.S.C. 1787. The contractor shall submit a report within 30 days after the end of each reporting period wherein any performance is made on this contract identifying data for each hiring location. The contractor shall maintain at each hiring location copies of the reports submitted until the expiration of one year after final payment under the contract, during which time these reports and related documentation shall be made available, upon request, for examination by any authorized representatives of the contracting officer or of the Secretary of Labor. Documentation would include personnel records respecting job openings, recruitment, and placement.

(e) Whenever the contractor becomes contractually bound to the listing provisions of this clause, it shall advise the employment service system in each state where it has establishments of the name and location of each hiring location in the state. As long as the contractor is contractually bound to these provisions and has so advised the State system, there is no need to advise the State system of subsequent contracts. The contractor may advise the State system when it is no longer bound by this contract clause.

(f) This clause does not apply to the listing of employment openings which occur and are filled outside the 50 states, the District of Columbia, Puerto Rico, Guam, and the Virgin Islands.

(g) The provisions of paragraphs (b), (c), (d), and (e) of this clause do not apply to openings which the contractor proposes to fill from within his own organization or to fill pursuant to a customary and traditional employer-union hiring arrangement. This exclusion does not apply to a particular opening once an employer decides to consider applicants outside of his own organization or employer-union arrangement for that opening.

(h) As used in this clause: (1) "All suitable employment openings" includes, but is not limited to, openings which occur in the following job categories: production and non-production; plant and office; laborers and mechanics; supervisory and nonsupervisory; technical; and executive, administrative, and professional openings that are compensated on a salary basis of less than \$25,000 per year. This term includes full-time employment, temporary employment of more than 3 days' duration, and part-time employment. It does not include openings which the contractor proposes to fill from within his own organization or to fill pursuant to a customary and traditional employer-union hiring arrangement nor openings in an educational institution which are restricted to students of that institution. Under the most compelling circumstances an employment opening may not be suitable for listing, including such situations where the needs of the Government cannot reasonably be otherwise supplied, where listing would be contrary to national security, or where the requirement of listing would otherwise not be for the best interest of the Government.

(2) "Appropriate office of the State employment service system" means the local office of the Federal/State national system of public employment offices with assigned responsibility for serving the area where the employment opening is to be filled, including the District of Columbia, Guam, Puerto Rico, and the Virgin Islands.

(3) "Openings which the contractor proposes to fill from within his own organization" means employment openings for which no consideration will be given to persons outside the contractor's organization (including any affiliates, subsidiaries, and the parent companies) and includes any opening which the contractor proposes to fill from regularly established "recall" lists.

(4) "Openings which the contractor proposes to fill pursuant to a customary and traditional employer-union hiring arrangement" means employment openings which the contractor proposes to fill from union halls, which is part of the customary and traditional hiring relationship which exists between the contractor and representatives of his employees.

(i) The Contractor agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.

(j) In the event of the contractor's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.

(k) The contractor agrees to post in conspicuous places available to employees and applicants for employment notices in a form to be prescribed by the Director, provided by or through the contracting officer. Such notice shall state the contractor's obligation under the law to take affirmative action to employ and advance in employment qualified disabled veterans and veterans of the Vietnam era for employment, and the rights of applicants and employees.

(l) The contractor will notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding that the contractor is bound by terms of the Vietnam Era Veteran's Readjustment Assistance Act and is committed to take affirmative action to employ and advance in employment qualified disabled veterans and veterans of the Vietnam era.

(m) The contractor will include the provisions of this clause in every subcontract or purchase order of \$10,000 or more unless exempted by rules, regulations, or orders of the Secretary issued pursuant to the Act, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the Director of the Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for noncompliance.

#### EMPLOYMENT OF THE HANDICAPPED

- (a) The Contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. The contractor agrees to take affirmative action to employ, advance in employment and otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicap in all employment practices such as the following: employment, upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
- (b) The contractor agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Rehabilitation Act of 1973, as amended.
- (c) In the event of the contractor's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with the rules, regulations and relevant orders of the Secretary of Labor issued pursuant to the Act.
- (d) The contractor agrees to post in conspicuous places, available to employee and applicants for employment, notices in a form to be prescribed by the Director, Office of Federal Contract Compliance Program, Department of Labor, provided by or through the contracting officer. Such notices shall state the contractor's obligation under the law to take affirmative action to employ and advance in employment qualified handicapped employees and applicants for employment, and the rights of applicants and employees.
- (e) The contractor will notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the contractor is bound by the terms of Section 503 of the Act and is committed to take affirmative action to employ and advance in employment physically and mentally handicapped individuals.
- (f) The contractor will include the provisions of this clause in every subcontract or purchase order of \$2,500 or more unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 503 of the Act, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the Director, Office of Federal Contract Compliance Programs, may direct to enforce such provisions, including action for noncompliance.

OLIN CORPORATION

BUILDING LEASE CONTRACT NO. 14-16-0003-81-527,  
issued October 1, 1980, between Olin Corporation,  
and the United States of America, is hereby amended as follows:

Page 1 - Clause ONE: Second paragraph, line number 5 of this paragraph:  
Delete entire third sentence and replace with the following sentence:

Rental rate adjustments will be made no more frequently than annually and will be based upon rental rate surveys conducted by the Government at least every five (5) years.

Clause ONE: Third paragraph, bottom of page, delete "New Construction" paragraph and insert the following new paragraph:

On the last day of the ten (10) year period above or on September 30, 1990, whichever comes first, all new construction and improvements made to the leased premises by the Lessee shall become property of the Lessor. After that date (assuming the lease is renewed, extended or re-issued), a new rental rate will be established. This new rate will be based upon the condition of the leased premises at the time, including all new construction and improvements.

Page 2 - Clause TWO: In lines number 1, 12, 25, and 30 of this clause, change the words "five (5)" to read "ten (10)."

In line number 27 of this clause, insert a period after the word "same", and delete "without releasing Lessee from its obligations to pay rent and all other sums as the same become due and payable until the expiration of the term of this lease."

Clause THREE: In line number 6 of this clause, after word "lease", insert "which have not been cured in the time allowed,".

Clause FIVE: Line number 1 of this clause, begin with word "FIVE" and delete in its entirety to word "However" in line number 12 and replace with the following two paragraphs:

FIVE: New Construction and Improvements.

"New construction" is defined as (1) additions and/or modifications which increase the square footage of the leased building(s), or (2) construction of a new building or facility on the leased premises. "Improvements" is defined as modifications, alterations, or replacements made by the Lessee to the leased premises such as floor coverings, insulation, paneling, or other wall or ceiling finishing, installed lighting or plumbing fixtures, or partitions attached to the walls, ceilings, or floor, and all other similar additions.

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Lessee shall not undertake new construction or improvements to the leased premises without prior written approval of the Lessor when such new construction or improvements will increase building square footage, require additional water or sewer services, or will change the exterior design. Improvements to buildings which do not increase square footage or increase water and sewer services, can be performed by Lessee with prior written notification to Lessor. Any new construction or improvements made by the Lessee to the leased premises shall not be removed from the leased premises by the Lessee, either during the life of the lease or thereafter without prior written approval of the Lessor.

Page 3 - Clause FIVE: Top of page between words "Lessee" and "shall", insert the following: "holds over after the expiration, termination, or cancellation of the term of this lease, Lessee"

Page 3 - Clause SIX: Lines number 11 and 12 in this clause, change "Building Maintenance Standards" to "Operational Policies, Performance and Building Maintenance Standards" and replace present Exhibit No. 1, "Building Maintenance Standards" with attached new Exhibit No. 1, "Operational Policies, Performance and Building Maintenance Standards."

Page 4 - Clause NINE: Delete present paragraph three of Clause NINE and replace with the following:

"Lessee agrees to save Lessor harmless from any liability whatsoever because of accident or injury to persons occurring due to the occupancy, use, or operation of said premises, and those resulting from the acts or omissions of the Lessee, its agents, or servants; however, Lessee does not save Lessor harmless from any liability whatsoever because of accident or injury to persons or property resulting from the acts or omissions of the Lessor, its agents, or servants."

Page 5 - Clause THIRTEEN: Second paragraph, line number 5 in this clause, after word "cause.", add new phrase "unless within that time the Lessee demonstrates to the Lessor's satisfaction that the Lessee is contesting the violation and has reasonable grounds for the contest."

Page 6 - Clause TWENTY: Line number 3 in this clause, delete words "when it is sent" and insert "it is received."

Line number 10 in this clause, delete words "when it is sent" and insert "on the day it is received."

Clause TWENTY-TWO: Delete present clause in its entirety and insert new clause below:

TWENTY-TWO: Renewal option. Lessee is granted the option to renew this lease under terms and conditions specified at the time of renewal by the Lessor, subject to the conditions that: 1) the water, sewer, and access facilities at the refuge are adequate and will remain serviceable for the term of the renewal period without necessitating major rehabilitation, maintenance, or repair, and 2) the Lessee is in compliance with the existing lease and applicable Federal and State laws including any permits thereunder, and 3) that sufficient funds are available to the Lessor to continue operating the industrial program.

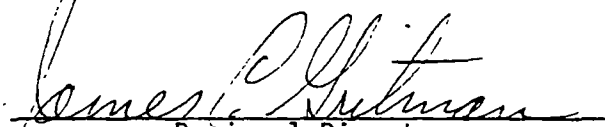
This renewal option is for an additional period of ten (10) years and may be exercised by written notice to the Lessor given no later than 180 days prior to the expiration of this lease. Lessor, within 90 days after receipt of the Lessee's written notice to renew the lease, will provide the Lessee with the terms and conditions of the renewed lease.

Should the Fish and Wildlife Service decide to re-lease the premises at the end of the lease term or at the end of any renewal option, the Lessee shall be granted the right of first refusal to re-lease the premises under terms and conditions specified by Lessor at that time, subject to the same conditions contained in the first paragraph of this clause, above."

Page 7 - Clause TWENTY-FIVE: In first sentence, insert "master" after the first "this". In line number 3 in this clause, delete words, "all current industrial leases" and insert "this industrial lease." Change last sentence to read, "This industrial lease controls for the length of its term."

ALL OTHER provisions and conditions of the original building lease contract, except as amended, shall remain in full force and effect.

United States of America  
Acting by and through  
The Secretary of the Interior

By:   
Acting Regional Director

Effective Date:

JUNE 1, 1982

By:   
(Lessee)

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OPERATIONAL POLICIES, PERFORMANCE AND  
BUILDING MAINTENANCE STANDARDS

A. OPERATIONAL POLICIES:

1. Water and sewer rates are to be comparable with the rates charged by neighboring cities. The water and sewer rates were adjusted October 1, 1980 and will be re-evaluated every three years thereafter.
2. Rental rates for the existing buildings are to be comparable with fair market value. Rental surveys and rate adjustments are to be done by the Realty Staff of the Fish and Wildlife Service and will be effective by October 1, 1980. Rental rate adjustments apply to all industrial tenants with the exceptions of those with leases which prescribe the rental rate.  
  
The fair market rental rate will apply to the basic building and associated land, and not to new construction and improvements made by the tenant. The annual rate which has been customarily charged on new construction (2¢ and/or 5¢ per square foot) will be discontinued. \*
3. Fire protection and water and sewer services should be obtained for industry from off-refuge sources if such services are adequate and more economical for the Government.
4. Off-refuge use of Refuge sewer and water services is not to be permitted. The three current off-refuge users are to be notified that these services will not be provided after 1998 and may be terminated earlier.
5. Water filtration and sewage treatment operations will be discontinued on the refuge by the year 1998. This date coincides with the life expectancy of these facilities. Alternative sources for these services must be secured before then.
6. Fish and Wildlife Service funds are not to be expended in those areas or on those facilities that will not be retained after the short term phase as described in the Crab Orchard Industrial Policy, unless for facilities removal.
7. Maintenance and Performance Standards are to be implemented by August 1, 1981.

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8. Prior to the removal of unused and/or unneeded buildings and other industrial facilities, the Crab Orchard Industrial Association will be notified and given the opportunity to comment upon the disposal plan(s).
9. Cold storage buildings in Area 3 cannot be converted to manufacturing space. In those industrial areas scheduled to be retained after the ten (10) year, short range goal, conversions from cold storage space to manufacturing space will be considered on an individual basis, upon request.
10. New building construction, additions, or modifications to existing buildings will be permitted only if the plans and specifications meet standards and have the required written approval. Internal and external building modifications will become property of the U.S. Government at the termination of the lease contract. Transferred property would not include furniture, movable equipment, etc., but would include such items as heating systems, air conditioning systems, wiring, etc., that are normally considered to be part of the building.
11. The outside storage of supplies, materials, and equipment will be permitted only in conjunction with a manufacturing operation. These designated areas must be small, screened within developed yards, and approved in writing.
12. Permanent outside truck and trailer storage will not be permitted.
13. Vacated concrete pads or slabs cannot be rented or used for operations such as truck terminals, gravel or coal stockpiles or related activities. Requests for uses other than those listed above will be considered on an individual basis.
14. New tenants, prior to moving onto the refuge, will be required to bring buildings up to proper maintenance standards.
15. Lease compliance by industrial tenants is to be monitored and checked by the Fish and Wildlife Service. At a minimum, compliance inspections will be made semi-annually.

B. PERFORMANCE AND BUILDING MAINTENANCE STANDARDS

1. POLICIES TO BE USED IN THE CURRENT OPERATIONS:

Renovation

Renovation of existing industrial facilities is to be harmonious and compatible with a National Wildlife Refuge and in accordance with high standards typical of a quality industrial park.

Buildings and grounds are to be renovated with special emphasis on exterior aesthetics.

#### Utilities

All new or renovated electrical, gas, telephone, telegraph, cable television, water and sewer lines shall be placed underground.

#### Signage

Signs shall be integrated with the building design and architecture in terms of material and placement. Signage allowed is to be in accordance with the Fish and Wildlife Service sign manual and designed to result in an attractive and appealing appearance. All signs must be approved by the Refuge Manager and the Regional Sign Coordinator. Signs will be limited in size to a maximum of 35 square feet of surface area, and cannot be lighted or consume energy. Requests for signs shall include location, size, height and sign purpose. The Fish and Wildlife Service will provide all roadside, directional, and regulatory signs.

#### Uses Permitted

The type of use permitted for new tenants will be restricted to wholesaling, light manufacturing, fabrication, processing, or warehousing activity that will be:

- non-polluting
- free from excessive noise
- contained within the building(s) with limited use of the surrounding land area for storage
- causing no problems with the waste treatment system.

Applications will include a complete description of the total operation.

## 2. PERFORMANCE STANDARDS

- a. Parking - Parking shall be provided on the basis of one stall for every 1½ persons employed. It may be reduced where it can be demonstrated that such reduction is justified due to joint use of facilities or other factors having impact on parking demand and capacity.

- b. Parking Lots and Structures - Parking lots and structures shall be designed to provide efficient parking. When feasible, parking shall be screened from view and integrated among the buildings. Parking areas should be appropriately landscaped to break up the monotony of the areas. Grades in parking lots shall not exceed 4 percent, and perimeters of parking lots shall be screened with appropriate landscaping (plant materials, berms, fences, etc.).
- c. Loading Docks - All loading docks shall be screened from view from major public roadways. Access to new loading areas (and existing loading areas where feasible) shall be adequate to provide proper maneuverability of the anticipated vehicles. Such access shall not conflict with pedestrian circulation patterns and other uses of the property in the area.
- d. Truck and Trailer Transfer Points - The leasing of land for the sole purpose of transferring cargo from one trailer to another, or tractors from one trailer to another, shall not be established. (This activity is permissible in conjunction with a warehousing and/or manufacturing business).
- e. Trash Facilities, Propane Gas Tanks, Utility Terminals, Transformers, Metering Devices, Holding Systems, and Other Accessory Equipment and Structures - Accessory equipment and structures should not be visible to the public nor shall they occupy locations that are in conflict with pedestrian movement. Vehicular access to such facilities shall be appropriately located to minimize any conflicts with other land uses and circulation.
- f. Architectural Controls - Remodeling of existing buildings shall take into account compatibility with a National Wildlife Refuge. Elements of compatibility include, but are not limited to: structural soundness, general safety, exterior material and their appearance and durability, landscaping, exterior lighting and site improvements. The materials should be natural in source and be in the range of earth colors (tan buildings with dark brown trim). Materials list and color scheme must be approved by the Refuge Manager.
- g. Screening of Rooftop Equipment - All rooftop equipment shall be designed to minimize undesirable views and forms. Screening shall be accomplished through the use of architectural elements and materials which are consistent with the building design.

- h. Sign Control - Signs are to be integrated with the building design and architecture in terms of the materials and placement of such signs. Billboards and rooftop signs are prohibited. All street signs and other public informational-type signs will be provided by the Fish and Wildlife Service.
- i. Vibration - Any use creating vibrations, such as are created by heavy drop forges, or heavy hydraulic surges, or devices which cause a dangerous high frequency vibration, shall be prohibited if such vibrations are perceptible or destructive beyond the walls of the immediate structure.
- j. Screening - Any industrial use abutting public use areas shall provide and maintain a wall, fence or planting to screen and reduce the noise and dust between the two uses and to inhibit eye level vision between the public use area and industrial areas.
- k. Industrial Waste Material - All liquid and solid wastes shall be identified in all processes and operations and approved disposal methods identified. All wastes discharged to the sanitary sewer shall meet the requirements of the Fish and Wildlife Service. Storm drainage shall meet the requirements of all State laws, rules, regulations, and watershed district requirements. Storm water drainage shall be protected from undue pollution and contaminants. All solid wastes must be identified and handled in compliance with Federal, State and local requirements.
- l. Noise - Noise levels inside all buildings and outside all buildings must meet Federal, State, and local requirements.
- m. Air Pollution - All emissions shall meet Federal, State and local requirements.

### 3. BUILDING MAINTENANCE STANDARDS

The "Building Maintenance Standards" listed below establish criteria for inspection and evaluation of industrial operations. All federal, state, county and local laws, regulations and directives shall remain in effect and apply as applicable to industrial operations. These standards do not exempt any industrial operations from compliance with other applicable laws, regulations and directives governing their operation.

- a. Roofs and Ventilators - Roofs and ventilators shall be coated or painted to prevent deterioration and leakage into buildings. As rust appears, patching and/or painting shall be required. On the average, it shall be necessary to recoat roofs on 5-year intervals.

- b. Building Wall Exteriors - The same provisions as indicated for roofs shall apply to the exterior walls of leased buildings.
- c. Wooden Doors and Frame Work - As wood portions deteriorate, it shall be the responsibility of the Lessee to take the necessary action to repair, repaint, and/or replace any portions of overhead doors, office doors, window framing, door framing, etc.
- d. Windows - All windows shall be maintained in a good state of repair. As breakage or cracks and holes occur, it shall be the Lessee's responsibility to repair or replace as conditions warrant. Caulking and weatherstripping shall be performed as necessary.
- e. Underpinning - Some buildings may require underpinning. For those buildings, all underpinning shall be maintained in a good state of repair by the Lessee. As repair, replacement, repainting, etc., is deemed necessary, it shall be the Lessee's responsibility.
- f. Grounds Maintenance - All areas shall present a good visual appearance. This entails proper litter disposal, inside storage of scrap metals and wood, mowed lawns, and neat parking areas.
- g. Safety Maintenance - Building maintenance shall be in compliance with OSHA regulations, state and local building codes and other national consensus standards (i.e., National Electric Code, Life Safety Code, ANSI Standards), as applicable. In the case of conflict between the above safety standards, the more stringent shall apply. The U.S. Fish and Wildlife Service reserves the option to adopt or develop additional safety standards as necessary and to require compliance with same, provided written notice and an appropriate implementation period is established. The Fish and Wildlife Service shall resolve all questions regarding the application of safety standards. Safety inspection emphasis shall include but not be limited to fire extinguishers, means of egress, electrical, source of heating, storage of combustible materials, housekeeping and storage, and danger and warning signs posted where needed.

- h. Building Inspections - Inspections shall be performed by a Refuge official. During these inspections, the inspector shall verbally point out any deficient areas found. A formal letter with the inspection results will then follow with a deadline date for correcting the deficient area(s). A follow-up inspection on or about the deadline date shall then be performed to insure compliance by the Lessee. The Refuge Manager shall be verbally notified of all other agency inspections related to safety at the time of the inspection, i.e., OSHA, with a copy of the written safety reports to be provided to the Refuge Manager no later than ten (10) working days after receipt.

AMENDMENT NO. 2 TO BUILDING LEASE CONTRACT NO. 14-16-0003-81-527

OLIN CORPORATION

BUILDING LEASE CONTRACT NO. 14-16-0003-81-527, issued October 1, 1980, between Olin Corporation, and the United States of America, is hereby amended as follows:

"PAGE 1 of PAGE 1A - RENTAL RATE SCHEDULE":

DELETE: Building No. II-1-2 - 10,608 Sq.Ft.

Annex #1 - 5,100 Sq.Ft.

ADJUST: "Annual Rental Computation" effective November 1, 1984:

"from: 26,316 SF @ \$0.45 per Sq.Ft.

Annual Rental - \$11,842.20

Monthly Installment - \$986.85

to: 10,608 SF @ \$0.45 per Sq.Ft.

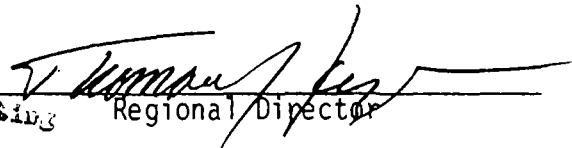
Annual Rental - \$4,773.60

Monthly Installment - \$397.80"

ALL OTHER provisions and conditions of the original building lease contract, except as amended, shall remain in full force and effect.

United States of America  
Acting by and through  
The Secretary of the Interior

By

  
Acting

Regional Director

Effective Date:

November 1, 1984

OLIN CORPORATION

By 

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AMENDMENT NO. 3 TO BUILDING LEASE CONTRACT NO. 14-16-0003-81-527

OLIN CORPORATION

BUILDING LEASE CONTRACT No. 14-16-0003-81-527, issued  
October 1, 1980, between Olin Corporation, and the United States of  
America, is hereby terminated in its entirety effective December 1, 1986.

United States of America  
Acting by and through  
The Secretary of the Interior

By James C. Culman  
Acting Regional Director

OLIN CORPORATION

By DW Gifford 213

Effective Date:  
December 1, 1986 213

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BUILDING LEASE

Contract No. 14-16-0003-81-528

by and between

U. S. Fish and Wildlife Service

and

OLIN CORPORATION

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Lease Contract

THIS LEASE, made and entered into as of the 1st Day of October, 1980, by and between the UNITED STATES OF AMERICA, acting by and through the U.S. Fish and Wildlife Service, of the U.S. Department of the Interior, hereinafter referred to as the LESSOR, under and pursuant to the authority contained in 61 Stat. 770 (1947), 16 U.S.C. 666f,g, and

- OLIN CORPORATION -

a corporation, organized and existing under the laws of Illinois, licensed to do business in Illinois, occupying rental space in the Crab Orchard National Wildlife Refuge industrial area with business address as - Post Office Drawer G, Marion, IL 62959 - hereinafter referred to as the LESSEE.

WITNESSETH, that said Lessor does by these presents lease unto the said Lessee the following described real estate and premises, situated in the County of Williamson and State of Illinois; to-wit:

Building(s) situated within the boundaries of Lessor's facility known as Crab Orchard National Wildlife Refuge, Carterville, Illinois, and designated as Building(s) (SEE PAGE 1A) on Lessor's Illinois Ordnance Plant Layout Plan No. 6544-101.07, a copy of which is on file at the Refuge Headquarters for reference;

for use in manufacturing and/or cold storage, as specified by and under terms authorized by Lessor, together with all tenements, appurtenances, and improvements thereon or thereunto belonging, and together with any and all additions, improvements, betterments or replacements to said land and the building(s) situated thereon made during the term of this lease, for use as business property and also subject to terms or conditions hereinafter referred to in this lease contract, for a term beginning on the First Day of October, 1980, and ending on the Thirtieth Day of September, 1990, both dates inclusive on the following terms and conditions, to-wit;

ONE: Lessee shall pay to the Lessor rental to begin October 1, 1980, as computed in the rental rate schedule attached hereto as page 1A which becomes a part and condition of this lease contract. Such rental to be paid in equal monthly installments payable in advance on the first day of each and every month during the term of this lease, commencing October 1, 1980. Such payment shall be made by Checks, Postal Money Order or Bank Draft, payable to the U. S. Fish and Wildlife Service, and forwarded to Project Manager, Crab Orchard National Wildlife Refuge, Post Office Box J, Carterville, Illinois 62918.

\*This lease is subject to a periodic rental rate adjustment after October 1, 1982 to reflect the fair market rate in the local area for like facilities. This rental rate will be based upon the basic building without any improvements made or maintenance performed by the current Lessee. Rental rate adjustments will be made no more frequently than annually and will be based upon either rental rate surveys conducted by the Government at five year intervals, or, by current annual Consumer Indexes. (As periodic rental rate adjustments occur, the Lessor will be required to furnish a 3-month written notification to Lessee prior to effecting the new rental rate adjustment.) Any new rental rate adjustment may be disputed in accordance with Paragraph 23 of this lease.

New Construction: Effective October 1, 1980, no new construction rates will be assessed the Lessee; however, new construction will be amortized by the Lessee over a maximum life span of ten (10) years from date construction is completed and/or occupancy by Lessee, whichever is sooner, in any event no later than September 30, 1990. This condition applies to all present or future new construction or new building modifications, and to any "new" construction and/or building modifications not older than 10 years on the effective date of this lease. After the ten (10) year period above or after September 30, 1990, whichever comes first, the new applicable rental rate will apply and be assessed the Lessee.

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# RENTAL RATE SCHEDULE

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Effective October 1, 1980

Building Designation	Building Sq.Ft.	Type of Use**	Full Insurable Replacement Value	Annual Rental Computation						
				Dates		Type of Use**	Total Sq. Ft.	Rate/Sq.Ft./Year*	Annual Rental	Monthly Installment
				From	To					
FAM-1-1	10,250	CS	\$43,000	10/1/80	9/30/81	CS	71,750	\$0.35	\$25,112.50	\$2,092.71
FAM-1-2	10,250	CS	43,000	Effective 10/1/81	----	CS	71,750	\$0.45	\$32,297.50	\$2,690.63
FAM-1-3	10,250	CS	43,000							
FAM-1-4	10,250	CS	43,000							
FAM-1-5	10,250	CS	43,000							
FAM-1-7	10,250	CS	43,000							
FAM-2-5	10,250	CS	43,000							
Illinois Ordnance Plant Layout Plan(s) No.(s) Reference(s): 6544-101.07				*See Section ONE of Lease Contract for explanation. **"M" Designates rental space utilized for "Manufacturing" and rental rates assessed accordingly. "CS" Designates rental space utilized for "Cold Storage" and rental rates assessed accordingly. <div>PAGE 1 of PAGE 1A</div>						
Industry Name: OLIN CORPORATION										
Lease Contract No.: 14-16-0003-81-528										

1A

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TWO: Lessor, by a five (5) day notice in writing, may terminate this lease in the event (a) a receiver or trustee is appointed for Lessee or its property, or Lessee make an assignment for the benefit of creditors, or Lessee becomes insolvent, or a petition is filed by or against Lessee pursuant to any of the provisions of the United States Bankruptcy Act, as amended for the purpose of adjudicating Lessee a bankrupt, or for the reorganization of Lessee, or for the purpose of effecting a composition or rearrangement with Lessee's creditors, and any such petition filed against Lessee is not dismissed within sixty (60) days; or (b) of any violation of any of the terms, conditions or covenants of this lease and the failure of Lessee to cure such violation within five (5) days from the giving of a written notice thereof by Lessor to Lessee. Upon expiration or termination of this lease, Lessor shall have the right to invoke any remedy permitted by law or in equity for the protection of its interests hereunder, and Lessee hereby expressly waives all rights which it may have to redeem or to be served with any further notice of Lessor's intention to cancel or terminate this lease other than as herein provided. In the event that this lease is terminated by reason of the violation by Lessee of any of its terms, conditions or covenants, Lessor shall have the right to sue for and recover all unpaid rents and damages accrued or accruing under this lease or arising out of any violation thereof. If default be made in the payment of the above rent, or any part thereof, or in any of the covenants herein contained to be kept by the Lessee, Lessor may at any time, at its election, upon five (5) days written notice to Lessee, demand possession of and re-enter said premises, or any part thereof, with or without process of laws, and remove Lessee or any persons occupying the same without releasing Lessee from its obligations to pay rent and all other sums as the same become due and payable until the expiration of the term of this lease. Provided such five (5) days notice shall have been given as provided in the next preceding sentence, nothing contained in this paragraph shall limit the rights of Lessor to any of the remedies that would otherwise be available to Lessor under the Landlord and Tenant Act of the State of Illinois.

THREE: Lessee shall have the option to terminate this lease, upon three (3) months written notice to the Lessor of such termination. Lessor shall have the option to terminate this lease for cause upon 30 days notice to Lessee. Grounds for termination for cause include, but are not limited to, any violation by the Lessee of any of the terms, conditions or covenants of this lease or declaration of a national emergency.

FOUR: Lessee has inspected and knows the condition of the leased premises and it is understood that the leased premises are hereby leased to Lessee without any obligation on the part of Lessor to make any alterations, repairs, or additions thereto except as hereinunder in this agreement provided.

FIVE: Lessee shall not make any additions, improvements or alterations to the leased premises, without the prior written consent of Lessor. Additions, improvements or alterations include, but are not limited to, such actions as altering the construction of the floors, walls, columns or ceilings. Any additions, improvements, alterations, or replacements made by the Lessee to the leased premises, such as but not limited to, floor covering, insulation, panelling or other wall or ceiling finishing, installed lighting or plumbing fixtures, or partitions attached to the walls, ceiling, or floor, and all other similar additions, shall upon their addition become the property of the Lessor, and shall not be removed from the leased premises by the Lessee either during the life of the Lease or thereafter. However, the Lessee shall have the right to install such machinery, equipment, or furniture upon the leased premises as may, in the Lessee's opinion, be necessary for the proper use thereof, and upon the expiration, termination, or cancellation of the Lease, or within such reasonable time thereafter as may be allowed by the Lessor, Lessee may remove such machinery, equipment, or furniture; provided, however, that all expenses in connection with such installations or such removals shall be paid by the Lessee; and provided further, that the Lessee shall, at its own expense, promptly repair any damage to the leased premises caused by such installations or removals. For the time which may be accorded by Lessor within which Lessee may remove its

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property from the demised premises or in the event Lessee shall pay Lessor double rental per day, computed from the date of expiration, termination or cancellation of the term of this lease, to and including the date of Lessee's vacation, removal of Lessee's property from the demised premises, or to and including the date of completion of repairs necessitated by such removal, whichever is later; provided, however, Lessee shall during the said period continue to be bound by its covenants and agreements (except as to rental provide in paragraph ONE hereof) as herein contained with respect to the demised premises, and to Lessor, notwithstanding the expiration, termination or cancellation of the term of this lease. In the event Lessee shall hold over after the expiration of the term above demised for a sufficient period of time to create a renewal of this lease by operation of law, then any renewal or future right of possession not evidenced by a written mutually executed instrument, shall be a tenancy from calendar month to calendar month.

SIX: Lessee shall use reasonable care in the occupation and use of the leased premises and shall at all times, during the term of this lease, keep and maintain the same in good state of repair; Lessee shall, at his own expense, make all repairs and perform all maintenance necessary to keep the premises at all times in as good condition as at the beginning of the term of this lease, and upon the expiration or termination of this lease, except as provided in paragraph FOUR hereof Lessee shall yield and place Lessor in peaceful possession of the leased premises free and clear of any liens, claims or encumbrances and in as good condition as the premises existed at the commencement of this lease, ordinary wear and tear excepted. The attached "Building Maintenance Standards" listed in Exhibit No. 1 will apply during the term of this lease.

SEVEN: If Lessee shall fail or neglect to remove its property or restore the leased premises within the time above provided, then Lessor may cause such property to be removed and the leased premises to be so restored, and the cost of such removal and restorations shall be paid by Lessee to Lessor on demand, and no claims for damages against Lessor or its officers, agents, contractors, or employees shall be created or made on account of such removal and restoration. If property remains beyond 60-day termination period, it will become the property of the United States.

The Lessee shall furnish and keep in force a performance bond with a Surety Company acceptable to the Secretary of the Treasury conditioned upon the faithful performance of this paragraph, in the amount of \$2,000.00. Performance bond will be delivered to the Lessor prior to and as a condition of approval of this lease by Lessor.

EIGHT: Lessor or its designated representative shall have the right to inspect the leased premises at all reasonable times during the term of this lease.

NINE: Lessee shall, at all times during the term of this lease, exercise due diligence in the protection of the leased premises against damage or destruction by fire, windstorm, or other hazards, and shall, at its own cost, procure and maintain insurance against such loss or damage equal to the full insurable replacement value of said premises as established by the U.S. Fish and Wildlife Service, in such companies as Lessor shall approve. If said premises are damaged or destroyed thereby, Lessor may elect whether to require that Lessee immediately, at its own cost, repair or rebuild said premises to place them in as good and tenantable condition as prior to said damage or destruction, in which case Lessee shall then be entitled to all moneys received under the insurance policies for application against the cost of repairing or rebuilding said premises. In the alternative; Lessor elects not to require repair of damage, Lessor shall be entitled to all monies received under the insurance policies as compensation.

Lessee agrees that in the event any property of the United States within the Crab Orchard Refuge, of which the leased premises constitute a part, is damaged or destroyed as a result of Lessee's use and occupancy of the leases premises, if so required by Lessor it shall

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be promptly repaired or replaced by Lessee to the satisfaction of Lessor, or in lieu of such repair or replacement, Lessee shall pay the Lessor money in an amount sufficient to compensate for the loss sustained by the United States by reason of damage to or destruction of property within the said Crab Orchard Refuge.

Lessee agrees to save Lessor harmless from any liability whatsoever because of accident or injury to persons occurring due to the occupancy, use, or operation of said premises, and those resulting from the acts or omissions of the Lessee, its agents, or servants.

Lessee agrees to procure and maintain, at its own cost, public liability, personal injury and property damage insurance with coverage of at least \$300,000 and \$100,000 respectfully.

The policies evidencing all types of insurance coverage required by Lessor shall name Lessor as an additional named insured. Lessee shall furnish to the Lessor such evidence as is necessary to show compliance with said requirement within 60 days from the effective date of this contract.

In the event Lessee fails to maintain any such insurance or fails to pay any of the premiums when due, Lessor may at its option procure such insurance and pay any delinquent premiums, and Lessee hereby agrees to reimburse Lessor immediately thereafter for any such cost, which amount is hereby declared to be additional rental becoming immediately due and payable.

TEN: Lessee agrees that if the premises shall be destroyed or damaged by causes relating to the use of the building for the Lessee's official business or any other cause (including fire), as to be untenable and unfit for occupancy, such fact shall not affect the provisions of this lease; and the Lessee hereby waives all rights to quit and surrender possession of the premises in such event and thereby to relieve itself of the payment of rent subsequent to the date of such surrender, and expressly agrees that its obligations hereunder, including the payment of rent, shall continue the same as though said building had not been destroyed or injured. When said premises have been entirely repaired or rebuilt or compensation has been paid to the satisfaction of the Lessor, the Lessee shall then have the cancellation option under the terms herein provided for.

ELEVEN: Lessee shall have all necessary and reasonable privileges of the use of established roads and highways as required in the use and occupation of the leased premises.

TWELVE: (a) Lessor is now providing and maintaining fire protection services for certain areas of the Crab Orchard Refuge, including the area in which the leased premises are located. However, it is understood and agreed between the parties hereto that Lessor at its option and upon not less than thirty (30) days notice in writing to Lessee, may discontinue or suspend such services, in any or all of the Crab Orchard Refuge including the area in which the leased premises are located; and that the discontinuance or suspension of any or all of such services shall not constitute a reason or basis for adjustment or change in the amount of rental to be paid by Lessee as provided for herein, or for adjustment or change in any of the other terms hereof.

(b) Lessor has the facilities for furnishing one or more of the following services, to-wit: (1) water, and (2) sewage disposal to certain buildings and areas in the Crab Orchard Refuge. Lessor's ability to furnish such services is dependent upon and limited to the present existing facilities for the production, processing and distribution of such services, and it is understood and agreed by the parties hereto that Lessor will not enlarge or extend such facilities to permit a different production, processing and distribution than is possible as the facilities now exist, but that Lessee with the prior written approval of Lessor and at Lessee's expense, may enlarge, extend or alter such facilities to permit different or additional services. Within the limits of its authority and funds available, therefore, Lessor agrees to

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furnish any one or more of such services, if requested by Lessee to do so, to the leased premises if the present facilities are sufficient to furnish the service requested. In the event Lessor does furnish any of the above named services to the leased premises Lessee hereby agrees to pay Lessor for such services, for the period furnished, on the basis of rates and charges fixed, therefore, by Lessor. Water and sewer rates are to be comparable with the rates charged by neighboring cities. The water and sewer rates are to be adjusted by October 1, 1980 and re-evaluated every three years thereafter. It is agreed between the parties hereto, however, that in the event Lessor shall sell, lease, or otherwise dispose of the facilities for the production, processing and distribution or otherwise furnishing of water and sewage disposal services, or any of them, Lessor shall require the purchaser or grantee of the facility transferred to agree to furnish, or continue furnishing, service if requested by Lessee to do so, and thereupon Lessor's liability in relation to the furnishing of such services shall cease, and Lessor shall in no way be liable thereafter for the furnishing of such services. Lessee further agrees to pay Lessor for any other service rendered to Lessee including rehabilitation, alteration, or repair of the leased premises, as may be agreed upon between the parties hereto.

(c) If the term of this contract extends beyond the current Government fiscal year, the Lessor's liability for furnishing services and facilities herein provided for is contingent upon the availability of appropriations for expenditures beyond such fiscal year.

THIRTEEN: In the occupation, use and operation of the leased premises or any part thereof, Lessee agrees to comply with all applicable Federal, State, municipal and local laws and the rules, regulations and requirements of any departments and Bureaus and all local ordinances and regulations, including rules, regulations and requirements issued by Lessor, its Officers and employees pertaining to the protection, safety and maintenance of the Crab Orchard Refuge, of which the leased premises constitute a portion, and Lessee further agrees to indemnify and hold Lessor harmless from any liability or penalty which may be imposed by local or State authority or any department or Bureau thereof by reason of any assorted violation by Lessee of such laws, rules, orders, ordinances or regulations; provided, however, that nothing herein contained shall prohibit Lessee from contesting in good faith the validity of such laws, rules, orders, ordinance or regulations.

Lessee agrees to abide by all present and future State and Federal regulations pertaining to environmental protection. Any violation of such regulations not corrected within sixty (60) days after written notice is received shall constitute grounds for the Lessor to terminate this lease agreement for cause. In the event the Lessor determines that a condition created by action or inaction of the Lessee is seriously endangering plant, animal, or human populations, the Lessor may require the Lessee to stop operations immediately. Upon a determination of the Lessor that such emergency conditions have been corrected, Lessor may allow the Lessee to resume operations.

FOURTEEN: During the term of this lease, the Lessee agrees to abide by the Nondiscrimination, Employment of the Handicapped, the Disabled Veterans and Veterans of the Vietnam Era, clauses as listed in Exhibit No. 2.

FIFTEEN: Except with the prior written consent of Lessor, Lessee shall not sublet any part of the premises or assign this lease or any of its rights hereunder or transfer, assign, mortgage or otherwise encumber any of the leased premises provided, however, that this paragraph shall not prohibit Lessee for its own account or under such other arrangements as it may deem desirable without any expense to Lessor, from dispensing and selling food, soft drinks, tobacco products, confectionary and similar articles to employees of Lessee on the premises.

SIXTEEN: Subject to the provisions of paragraph FIFTEEN hereof, this lease shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto.

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SEVENTEEN: Lessee warrants that it has not employed any person to solicit or secure this lease upon any agreement for a commission, percentage, brokerage or contingent fee.

EIGHTEEN: The failure of Lessor to insist in any one or more instances upon performances of any of the terms, covenants or conditions of this lease shall not be construed as a waiver or relinquishment of the future performance of any such term, covenant, or condition, but Lessee's obligation with respect to such future performance shall continue in full force and effect.

NINETEEN: No member of or delegate to Congress or resident commissioner shall be admitted to any share or part of this lease or to any benefit that may arise therefrom, but this provision shall not be construed to apply to this lease if made with a corporation for its general benefit.

TWENTY: Any notice or advice to or demand upon the Lessee shall be in writing and shall be deemed to have been given or made on the day when it is sent by certified mail (return receipt requested) or otherwise delivered in a manner which will objectively establish the date of receipt, to the Lessee, addressed to  
- Post Office Drawer G - Marion, Illinois 62959 -  
or at such other address as Lessee may hereafter from time to time specify in writing for such purpose. Any notice or advice to or demand upon the Lessor shall be in writing and shall be deemed to have been given or made when it is sent by certified mail (return receipt requested) or otherwise delivered in a manner which will objectively establish the date of receipt, to Lessor, addressed to Project Manager, United States Fish and Wildlife Service, Crab Orchard National Wildlife Refuge, Post Office Box J, Carterville, Illinois 62918, or at such other address as Lessor may hereafter from time to time specify in writing for such purposes.

TWENTY-ONE: It is agreed between the parties hereto that water, sewer, gas, and electric lines and other utility or service installations or equipment, which are part of a general distribution system and which enter upon or cross the leased premises, either under, on, or above surface, are specifically exempted from and not included as a part of the leased premises. Lessee agrees that Lessor or its representatives, may at any time enter upon the leased premises for the purpose of performing repairs, maintenance, or replacement work on said utility installations, equipment and systems.

TWENTY-TWO: In connection with the performance of work under this Lease, the Lessee agrees not to employ any person undergoing sentence of imprisonment at hard labor except as provided by Public Law 89-176, September 10, 1965 (18 U.S.C. 4082(c)(2)) and Executive Order 11755, December 29, 1973.

TWENTY-THREE: Except as otherwise provided in this contract, any dispute concerning a question of fact arising under this Lease which is not disposed of by agreement shall be decided by the Regional Director, who shall reduce his decision to writing and mail or otherwise furnish a copy thereof to the Lessee. The decision of the Regional Director shall be final and conclusive unless, within 30 days from the date of receipt of such copy, the Lessee mails or otherwise furnishes to the Regional Director a written appeal addressed to the head of the agency involved. The decision of the head of the agency or his duly authorized representative for the determination of such appeals shall be final and conclusive. This provision shall not be pleaded in any suit involving a question of fact arising under this lease as limiting judicial review of any such decision to cases where fraud by such official or his representative or board is alleged: Provided, however, That any such decisions shall be final and conclusive unless the same is fraudulent or capricious or arbitrary or so grossly erroneous as necessarily to imply bad faith or is not supported by substantial evidence. In connection with any appeal proceeding under this clause, the Lessee shall be afforded an opportunity to be heard and to offer evidence in support of his appeal. Pending final decision of a dispute hereunder, the Lessee shall proceed diligently with the performance of the Lease and in accordance with the Regional Director's decision.

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This disputes clause does not preclude consideration of questions of law in connection with decisions provided for in paragraph above. Nothing in this Lease, however, shall be construed as making final the decision of any administrative official, representative, or board on a question of law.

TWENTY-FOUR: It is understood and agreed by and between the parties hereto that the within instrument constitutes the full and complete record of this transaction and that no statements, representations, commitments, or agreements, whether oral or written, unless incorporated herein, or added hereto by properly executed amendment, shall be of any force and effect nor shall in any way operate to vary the terms hereof.

TWENTY-FIVE: Should the Fish and Wildlife Service enter negotiations for a master industrial complex lease and in the event this lease is consummated, all current industrial leases with the Fish and Wildlife Service will be sublet and managed under the provisions of the master lease. The current leases control for the length of their term.

IN WITNESS WHEREOF, the parties hereto have subscribed their names as of the date above written.

UNITED STATES OF AMERICA  
Acting by and through the  
Secretary of the Interior

By James P. Guttman  
Regional Director

In presence of:

Rodger Rodd  
Rodger Rodd

(Address)

J. E. Redden  
Vice President, TSO

(Lessee)

(If Lessee is a corporation complete the following certification.)

I, \_\_\_\_\_, certify that I am the \_\_\_\_\_  
of the corporation named as Lessee in this lease, that \_\_\_\_\_  
who signed said lease in behalf of the Lessee was then \_\_\_\_\_  
of said corporation and has authority to sign for said corporation; that  
said lease was duly signed for and in behalf of said corporation by  
authority of its governing body, and is within the scope of its corporate  
powers.

\_\_\_\_\_ (Corporate or Notary Seal)

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Building Maintenance Standards

The "Building Maintenance Standards" listed below establish criteria for inspection and evaluation of industrial operations. All federal, state, county and local laws, regulations and directives shall remain in effect and apply as applicable to industrial operations. These standards do not exempt any industrial operations from compliance to other applicable laws, regulations and directives governing their operation.

Roofs and Ventilators = Roofs and ventilators shall be coated or painted to prevent deterioration and leakage into buildings. As rust appears, patching and/or painting shall be required. On the average, it shall be necessary to recoat roofs on 5-year intervals.

Building Wall Exteriors = The same provisions as indicated for roofs shall apply to the exterior walls of leased buildings.

Wooden Doors and Frame Work = As wood portions deteriorate, it shall be the responsibility of the Lessee to take the necessary action to repair, repaint, and/or replace any portions of overhead doors, office doors, window framing, door framing, etc.

Windows = All windows shall be maintained in a good state of repair. As breakage or cracks and holes occur, it shall be the Lessee's responsibility to repair or replace as conditions warrant. Caulking and weatherstripping shall be performed as necessary.

Underpinning = Some buildings may require underpinning. For those buildings, all underpinning shall be maintained in a good state of repair by the Lessee. As repair, replacement, repainting, etc., is deemed necessary, it shall be the Lessee's responsibility.

Grounds Maintenance = All areas shall present a good visual appearance. This entails proper litter disposal, inside storage of scrap metals and wood, mowed lawns, and neat parking areas.

Safety Maintenance = Building maintenance shall be in compliance with OSHA regulations, state and local building codes and other national consensus standards (i.e., National Electric Code, Life Safety Code, ANSI Standards), as applicable. In the case of conflict between the above safety standards, the more stringent shall apply. The U.S. Fish and Wildlife Service reserves the option to adopt or develop additional safety standards as necessary and require compliance with same provided appropriate written notice and implementation period is established. The Fish and Wildlife Service shall resolve all questions regarding the application of safety standards. Safety inspection emphasis shall include but not be limited to fire extinguishers, means of egress, electrical, source of heating, storage of combustible materials, housekeeping and storage, and danger and warning signs posted where needed.

Building Inspections = Inspections shall be performed by a Refuge official. During these inspections, the inspector shall verbally point out any deficient areas found. A formal letter with the inspection results will then follow with a deadline date for correcting the deficient area(s). A follow-up inspection on or about the deadline date shall then be performed to insure compliance by the Lessee. The project leader shall be verbally notified of all other agency inspections related to safety at the time of the inspection, i.e., OSHA, with a copy of the written safety report to the provided to the project leader no later than five (5) working days after receipt.

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NONDISCRIMINATION

SECTION I

Requirements Relating to Employment

and

Service to the Public

A. EMPLOYMENT: During the performance of this contract, the Lessee agrees as follows:

(1) The Lessee will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Lessee will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: Employment upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Lessee agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Secretary setting forth the provisions of this nondiscrimination clause.

(2) The Lessee will, in all solicitations or advertisements for employees placed by or on behalf of the Lessee, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

(3) The Lessee will send to each labor union or representative of workers with which the Lessee has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the Secretary, advising the labor union or workers' representative of the Lessee's commitments under Section 202 of Executive Order 11246 of September 24, 1965, as amended by Executive Order 11375 of October 13, 1967, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The Lessee will comply with all provisions of Executive Order No. 11246 of September 24, 1965, as amended by Executive Order No. 11375 of October 13, 1967, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(5) The Lessee will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, as amended by Executive Order No. 11375 of October 13, 1967, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to the Lessee's books, records, and accounts by the Secretary of the Interior and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(6) In the event of the Lessee's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be cancelled, terminated, or suspended in whole or in part and the Lessee may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, as amended by Executive Order No. 11375 of October 13, 1967, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

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(7) The Lessee will include the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 2404 of Executive Order No. 11246 of September 24, 1965, as amended by Executive Order No. 11375 of October 13, 1967, so that such provisions will be binding upon each subcontractor or vendor. The Lessee will take such action with respect to any subcontract or purchase order as the Secretary may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event the Lessee becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Secretary, the Lessee may request the United States to enter into such litigation to protect the interests of the United States.

#### B. CONSTRUCTION, REPAIR, AND SIMILAR CONTRACTS:

The preceding provisions A(1) through (7) governing performance of work under this contract, as set out in Section 202 of Executive Order No. 11246, dated September 24, 1965, as amended by Executive Order No. 11375 of October 13, 1967, shall be applicable to this contract, and shall be included in all contracts executed by the Lessee for the performance of construction, repair, and similar work contemplated by this contract, and for that purpose the term "contract" shall be deemed to refer to this instrument and to contracts awarded by the Lessee and the term "Lessee" shall be deemed to refer to the Lessee and to contractors awarded contracts by the Lessee.

C. FACILITIES: (1) Definitions: As used herein: (i) Lessee shall mean the Lessee and its employees, agents, sublessees, and contractors, and the successors in interest of the Lessee; (ii) facility shall mean any and all services, facilities, privileges, and accommodations, or activities available to the general public and permitted by this agreement.

(2) The Lessee is prohibited from: (i) publicizing facilities operated hereunder in any manner that would directly or inferentially reflect upon or question the acceptability of any person because of race, color, religion, sex, or national origin; (ii) discriminating by segregation or other means against any person because of race, color, religion, sex, or national origin in furnishing or refusing to furnish such person the use of any such facility.

(3) The Lessee shall post a notice in accordance with Federal regulations to inform the public of the provisions of this subsection, at such locations as will ensure that the notice and its contents will be conspicuous to any person seeking accommodations, facilities, services, or privileges. Such notice will be furnished the Lessee by the Secretary.

(4) The Lessee shall require provisions identical to those stated in subsection C herein to be incorporated in all of the Lessee's contracts or other forms of agreement for use of land made in pursuance of this agreement.

#### SECTION II: EMPLOYMENT OF THE HANDICAPPED

Within 120 days of the commencement of a contract every Government contractor or subcontractor holding a contract that generates gross receipts which exceed \$50,000 or more and having 50 or more employees shall prepare and maintain an affirmative action program at each establishment which shall set forth the contractor's policies, practices and procedures in accordance with the affirmative action program requirement.

#### PART A

The contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. The contractor agreed to take affirmative action to employ, advance

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in employment and otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicap in all employment practices such as the following: Employment, upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

#### PART B

The contractor agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.

#### PART C

In the event of the contractor's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with the rules, regulations and relevant orders of the Secretary of Labor issued pursuant to the Act.

#### PART D

The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Director, provided by or through the contracting officer. Such notices shall state the contractor's obligation under the law to take affirmative action to employ and advance in employment qualified handicapped employees and applicants for employment, and the rights of applicants and employees.

#### PART E

The contractor will notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the contractor is bound by the terms of Section 503 of the Rehabilitation Act of 1973, and is committed to take affirmative action to employ and advance in employment physically and mentally handicapped individuals.

#### PART F

The contractor will include the provisions of this clause in every subcontract that generates gross receipts which exceed \$2,500 or more unless exempted by rules, regulations, or orders of the Secretary issued pursuant to Section 503 of the Act, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the Director of the Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for noncompliance.

### SECTION III: DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA

(a) The contractor will not discriminate against any employee or applicant for employment because he or she is a disabled veteran or veteran of the Vietnam era in regard to any position for which the employee or applicant for employment is qualified. The contractor agrees to take affirmative action to employ, advance in employment, and otherwise treat qualified disabled veterans and veterans of the Vietnam era without discrimination based upon their disability or veterans status in all employment practices such as the following: employment upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

(b) The contractor agrees that all suitable employment openings of the contractor which exist at the time of the execution of this contract and those which occur during the performance of this contract, including those not generated by this contract and including those occurring at an establishment of the contractor other than the one wherein the contract is being performed but excluding those of independently operated corporate affiliates, shall be listed at an appropriate local office of the State employment service system wherein the opening occurs. The contractor further agrees to provide such reports to such local office regarding employment openings and hires as may be required.

State and local government agencies holding Federal contracts of \$10,000 or more shall also list all their suitable openings with the appropriate office of the State employment service, but are required to provide those reports set forth in paragraphs (d) and (e).

(c) Listing of employment openings with the employment service system pursuant to this clause shall be made at least concurrently with the use of any other recruitment source or effort and shall involve the normal obligations which attach to the placing of a bona fide job order, including the acceptance of referrals of veterans and non-veterans. The listing of employment openings does not require the hiring of any particular job applicant or from any particular group of job applicants, and nothing herein is intended to relieve the contractor from any requirements in Executive orders or regulations regarding nondiscrimination in employment.

(d) The reports required by paragraph (b) of this clause shall include, but not be limited to, periodic reports which shall be filed at least quarterly with the appropriate local office or, where the contractor has more than one hiring location in a State, with the central office of that State employment service. Such reports shall indicate for each hiring location (1) the number of individuals hired during the reporting period, (2) the number of nondisabled veterans of the Vietnam era hired, (3) the number of disabled veterans of the Vietnam era hired, and (4) the total number of disabled veterans hired. The reports should include covered veterans hired for on-the-job training under 38 U.S.C. 1787. The contractor shall submit a report within 30 days after the end of each reporting period wherein any performance is made on this contract identifying data for each hiring location. The contractor shall maintain at each hiring location copies of the reports submitted until the expiration of one year after final payment under the contract, during which time these reports and related documentation shall be made available, upon request, for examination by any authorized representatives of the contracting officer or of the Secretary of Labor. Documentation would include personnel records respecting job openings, recruitment, and placement.

(e) Whenever the contractor becomes contractually bound to the listing provisions of this clause, it shall advise the employment service system in each state where it has establishments of the name and location of each hiring location in the state. As long as the contractor is contractually bound to these provisions and has so advised the State system, there is no need to advise the State system of subsequent contracts. The contractor may advise the State system when it is no longer bound by this contract clause.

(f) This clause does not apply to the listing of employment openings which occur and are filled outside the 50 states, the District of Columbia, Puerto Rico, Guam, and the Virgin Islands.

(g) The provisions of paragraphs (b), (c), (d), and (e) of this clause do not apply to openings which the contractor proposes to fill from within his own organization or to fill pursuant to a customary and traditional employer-union hiring arrangement. This exclusion does not apply to a particular opening once an employer decides to consider applicants outside of his own organization or employer-union arrangement for that opening.

(h) As used in this clause: (1) "All suitable employment openings" includes, but is not limited to, openings which occur in the following job categories: production and non-production; plant and office; laborers and mechanics; supervisory and nonsupervisory; technical; and executive, administrative, and professional openings that are compensated on a salary basis of less than \$25,000 per year. This term includes full-time employment, temporary employment of more than 3 days' duration, and part-time employment. It does not include openings which the contractor proposes to fill from within his own organization or to fill pursuant to a customary and traditional employer-union hiring arrangement nor openings in an educational institution which are restricted to students of that institution. Under the most compelling circumstances an employment opening may not be suitable for listing, including such situations where the needs of the Government cannot reasonably be otherwise supplied, where listing would be contrary to national security, or where the requirement of listing would otherwise not be for the best interest of the Government.

(2) "Appropriate office of the State employment service system" means the local office of the Federal/State national system of public employment offices with assigned responsibility for serving the area where the employment opening is to be filled, including the District of Columbia, Guam, Puerto Rico, and the Virgin Islands.

(3) "Openings which the contractor proposes to fill from within his own organization" means employment openings for which no consideration will be given to persons outside the contractor's organization (including any affiliates, subsidiaries, and the parent companies) and includes any opening which the contractor proposes to fill from regularly established "recall" lists.

(4) "Openings which the contractor proposes to fill pursuant to a customary and traditional employer-union hiring arrangement" means employment openings which the contractor proposes to fill from union halls, which is part of the customary and traditional hiring relationship which exists between the contractor and representatives of his employees.

(i) The Contractor agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.

(j) In the event of the contractor's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.

(k) The contractor agrees to post in conspicuous places available to employees and applicants for employment notices in a form to be prescribed by the Director, provided by or through the contracting officer. Such notice shall state the contractor's obligation under the law to take affirmative action to employ and advance in employment qualified disabled veterans and veterans of the Vietnam era for employment, and the rights of applicants and employees.

(l) The contractor will notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding that the contractor is bound by terms of the Vietnam Era Veteran's Readjustment Assistance Act and is committed to take affirmative action to employ and advance in employment qualified disabled veterans and veterans of the Vietnam era.

(m) The contractor will include the provisions of this clause in every subcontract or purchase order of \$10,000 or more unless exempted by rules, regulations, or orders of the Secretary issued pursuant to the Act, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the Director of the Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for noncompliance.

#### EMPLOYMENT OF THE HANDICAPPED

- (a) The Contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. The contractor agrees to take affirmative action to employ, advance in employment and otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicap in all employment practices such as the following: employment, upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
- (b) The contractor agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Rehabilitation Act of 1973, as amended.
- (c) In the event of the contractor's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with the rules, regulations and relevant orders of the Secretary of Labor issued pursuant to the Act.
- (d) The contractor agrees to post in conspicuous places, available to employee and applicants for employment, notices in a form to be prescribed by the Director, Office of Federal Contract Compliance Program, Department of Labor, provided by or through the contracting officer. Such notices shall state the contractor's obligation under the law to take affirmative action to employ and advance in employment qualified handicapped employees and applicants for employment, and the rights of applicants and employees.
- (e) The contractor will notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the contractor is bound by the terms of Section 503 of the Act and is committed to take affirmative action to employ and advance in employment physically and mentally handicapped individuals.
- (f) The contractor will include the provisions of this clause in every subcontract or purchase order of \$2,500 or more unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 503 of the Act, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the Director, Office of Federal Contract Compliance Programs, may direct to enforce such provisions, including action for noncompliance.

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AMENDMENT NO. 1 TO BUILDING LEASE CONTRACT NO. 14-16-0003-81-528

OLIN CORPORATION

BUILDING LEASE CONTRACT NO. 14-16-0003-81-528,  
issued October 1, 1980, between Olin Corporation,  
and the United States of America, is hereby amended as follows:

Page 1 - Clause ONE: Second paragraph, line number 5 of this paragraph:  
Delete entire third sentence and replace with the following sentence:

Rental rate adjustments will be made no more frequently than  
annually and will be based upon rental rate surveys conducted  
by the Government at least every five (5) years.

Clause ONE: Third paragraph, bottom of page, delete "New Con-  
struction" paragraph and insert the following new paragraph:

On the last day of the ten (10) year period above or on  
September 30, 1990, whichever comes first, all new construction  
and improvements made to the leased premises by the Lessee  
shall become property of the Lessor. After that date (assuming  
the lease is renewed, extended or re-issued), a new rental rate  
will be established. This new rate will be based upon the  
condition of the leased premises at the time, including all new  
construction and improvements.

Page 2 - Clause TWO: In lines number 1, 12, 25, and 30 of this clause,  
change the words "five (5)" to read "ten (10)."

In line number 27 of this clause, insert a period after the word  
"same", and delete "without releasing Lessee from its obligations to  
pay rent and all other sums as the same become due and payable until  
the expiration of the term of this lease."

Clause THREE: In line number 6 of this clause, after word "lease",  
insert "which have not been cured in the time allowed,".

Clause FIVE: Line number 1 of this clause, begin with word "FIVE"  
and delete in its entirety to word "However" in line number 12 and  
replace with the following two paragraphs:

FIVE: New Construction and Improvements.

"New construction" is defined as (1) additions and/or modifica-  
tions which increase the square footage of the leased building(s),  
or (2) construction of a new building or facility on the leased  
premises. "Improvements" is defined as modifications, alterations,  
or replacements made by the Lessee to the leased premises such  
as floor coverings, insulation, paneling, or other wall or  
ceiling finishing, installed lighting or plumbing fixtures, or  
partitions attached to the walls, ceilings, or floor, and all  
other similar additions.

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Lessee shall not undertake new construction or improvements to the leased premises without prior written approval of the Lessor when such new construction or improvements will increase building square footage, require additional water or sewer services, or will change the exterior design. Improvements to buildings which do not increase square footage or increase water and sewer services, can be performed by Lessee with prior written notification to Lessor. Any new construction or improvements made by the Lessee to the leased premises shall not be removed from the leased premises by the Lessee, either during the life of the lease or thereafter without prior written approval of the Lessor.

Page 3 - Clause FIVE: Top of page between words "Lessee" and "shall", insert the following: "holds over after the expiration, termination, or cancellation of the term of this lease, Lessee"

Page 3 - Clause SIX: Lines number 11 and 12 in this clause, change "Building Maintenance Standards" to "Operational Policies, Performance and Building Maintenance Standards" and replace present Exhibit No. 1, "Building Maintenance Standards" with attached new Exhibit No. 1, "Operational Policies, Performance and Building Maintenance Standards."

Page 4 - Clause NINE: Delete present paragraph three of Clause NINE and replace with the following:

"Lessee agrees to save Lessor harmless from any liability whatsoever because of accident or injury to persons occurring due to the occupancy, use, or operation of said premises, and those resulting from the acts or omissions of the Lessee, its agents, or servants; however, Lessee does not save Lessor harmless from any liability whatsoever because of accident or injury to persons or property resulting from the acts or omissions of the Lessor, its agents, or servants."

Page 5 - Clause THIRTEEN: Second paragraph, line number 5 in this clause, after word "cause.", add new phrase "unless within that time the Lessee demonstrates to the Lessor's satisfaction that the Lessee is contesting the violation and has reasonable grounds for the contest."

Page 6 - Clause TWENTY: Line number 3 in this clause, delete words "when it is sent" and insert "it is received."

Line number 10 in this clause, delete words "when it is sent" and insert "on the day it is received."

Clause TWENTY-TWO: Delete present clause in its entirety and insert new clause below:

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TWENTY-TWO: Renewal option. Lessee is granted the option to renew this lease under terms and conditions specified at the time of renewal by the Lessor, subject to the conditions that: 1) the water, sewer, and access facilities at the refuge are adequate and will remain serviceable for the term of the renewal period without necessitating major rehabilitation, maintenance, or repair, and 2) the Lessee is in compliance with the existing lease and applicable Federal and State laws including any permits thereunder, and 3) that sufficient funds are available to the Lessor to continue operating the industrial program.

This renewal option is for an additional period of ten (10) years and may be exercised by written notice to the Lessor given no later than 180 days prior to the expiration of this lease. Lessor, within 90 days after receipt of the Lessee's written notice to renew the lease, will provide the Lessee with the terms and conditions of the renewed lease.

Should the Fish and Wildlife Service decide to re-lease the premises at the end of the lease term or at the end of any renewal option, the Lessee shall be granted the right of first refusal to re-lease the premises under terms and conditions specified by Lessor at that time, subject to the same conditions contained in the first paragraph of this clause, above."

Page 7 - Clause TWENTY-FIVE: In first sentence, insert "master" after the first "this". In line number 3 in this clause, delete words, "all current industrial leases" and insert "this industrial lease." Change last sentence to read, "This industrial lease controls for the length of its term."

ALL OTHER provisions and conditions of the original building lease contract, except as amended, shall remain in full force and effect.

United States of America  
Acting by and through  
The Secretary of the Interior

By:   
Acting Regional Director

Effective Date:

JUNE 1, 1982

By:   
(Lessee)

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OPERATIONAL POLICIES, PERFORMANCE AND  
BUILDING MAINTENANCE STANDARDS

A. OPERATIONAL POLICIES:

1. Water and sewer rates are to be comparable with the rates charged by neighboring cities. The water and sewer rates were adjusted October 1, 1980 and will be re-evaluated every three years thereafter.
2. Rental rates for the existing buildings are to be comparable with fair market value. Rental surveys and rate adjustments are to be done by the Realty Staff of the Fish and Wildlife Service and will be effective by October 1, 1980. Rental rate adjustments apply to all industrial tenants with the exceptions of those with leases which prescribe the rental rate.

The fair market rental rate will apply to the basic building and associated land, and not to new construction and improvements made by the tenant. The annual rate which has been customarily charged on new construction (2¢ and/or 5¢ per square foot) will be discontinued. •

3. Fire protection and water and sewer services should be obtained for industry from off-refuge sources if such services are adequate and more economical for the Government.
4. Off-refuge use of Refuge sewer and water services is not to be permitted. The three current off-refuge users are to be notified that these services will not be provided after 1998 and may be terminated earlier.
5. Water filtration and sewage treatment operations will be discontinued on the refuge by the year 1998. This date coincides with the life expectancy of these facilities. Alternative sources for these services must be secured before then.
6. Fish and Wildlife Service funds are not to be expended in those areas or on those facilities that will not be retained after the short term phase as described in the Crab Orchard Industrial Policy, unless for facilities removal.
7. Maintenance and Performance Standards are to be implemented by August 1, 1981.

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8. Prior to the removal of unused and/or unneeded buildings and other industrial facilities, the Crab Orchard Industrial Association will be notified and given the opportunity to comment upon the disposal plan(s).
9. Cold storage buildings in Area 3 cannot be converted to manufacturing space. In those industrial areas scheduled to be retained after the ten (10) year, short range goal, conversions from cold storage space to manufacturing space will be considered on an individual basis, upon request.
10. New building construction, additions, or modifications to existing buildings will be permitted only if the plans and specifications meet standards and have the required written approval. Internal and external building modifications will become property of the U.S. Government at the termination of the lease contract. Transferred property would not include furniture, movable equipment, etc., but would include such items as heating systems, air conditioning systems, wiring, etc., that are normally considered to be part of the building.
11. The outside storage of supplies, materials, and equipment will be permitted only in conjunction with a manufacturing operation. These designated areas must be small, screened within developed yards, and approved in writing.
12. Permanent outside truck and trailer storage will not be permitted.
13. Vacated concrete pads or slabs cannot be rented or used for operations such as truck terminals, gravel or coal stockpiles or related activities. Requests for uses other than those listed above will be considered on an individual basis.
14. New tenants, prior to moving onto the refuge, will be required to bring buildings up to proper maintenance standards.
15. Lease compliance by industrial tenants is to be monitored and checked by the Fish and Wildlife Service. At a minimum, compliance inspections will be made semi-annually.

B. PERFORMANCE AND BUILDING MAINTENANCE STANDARDS

1. POLICIES TO BE USED IN THE CURRENT OPERATIONS:

Renovation

Renovation of existing industrial facilities is to be harmonious and compatible with a National Wildlife Refuge and in accordance with high standards typical of a quality industrial park.

Buildings and grounds are to be renovated with special emphasis on exterior aesthetics.

#### Utilities

All new or renovated electrical, gas, telephone, telegraph, cable television, water and sewer lines shall be placed underground.

#### Signage

Signs shall be integrated with the building design and architecture in terms of material and placement. Signage allowed is to be in accordance with the Fish and Wildlife Service sign manual and designed to result in an attractive and appealing appearance. All signs must be approved by the Refuge Manager and the Regional Sign Coordinator. Signs will be limited in size to a maximum of 35 square feet of surface area, and cannot be lighted or consume energy. Requests for signs shall include location, size, height and sign purpose. The Fish and Wildlife Service will provide all roadside, directional, and regulatory signs.

#### Uses Permitted

The type of use permitted for new tenants will be restricted to wholesaling, light manufacturing, fabrication, processing, or warehousing activity that will be:

- non-polluting
- free from excessive noise
- contained within the building(s) with limited use of the surrounding land area for storage
- causing no problems with the waste treatment system.

Applications will include a complete description of the total operation.

## 2. PERFORMANCE STANDARDS

- a. Parking - Parking shall be provided on the basis of one stall for every 1½ persons employed. It may be reduced where it can be demonstrated that such reduction is justified due to joint use of facilities or other factors having impact on parking demand and capacity.

- b. Parking Lots and Structures - Parking lots and structures shall be designed to provide efficient parking. When feasible, parking shall be screened from view and integrated among the buildings. Parking areas should be appropriately landscaped to break up the monotony of the areas. Grades in parking lots shall not exceed 4 percent, and perimeters of parking lots shall be screened with appropriate landscaping (plant materials, berms, fences, etc.).
- c. Loading Docks - All loading docks shall be screened from view from major public roadways. Access to new loading areas (and existing loading areas where feasible) shall be adequate to provide proper maneuverability of the anticipated vehicles. Such access shall not conflict with pedestrian circulation patterns and other uses of the property in the area.
- d. Truck and Trailer Transfer Points - The leasing of land for the sole purpose of transferring cargo from one trailer to another, or tractors from one trailer to another, shall not be established. (This activity is permissible in conjunction with a warehousing and/or manufacturing business).
- e. Trash Facilities, Propane Gas Tanks, Utility Terminals, Transformers, Metering Devices, Holding Systems, and Other Accessory Equipment and Structures - Accessory equipment and structures should not be visible to the public nor shall they occupy locations that are in conflict with pedestrian movement. Vehicular access to such facilities shall be appropriately located to minimize any conflicts with other land uses and circulation.
- f. Architectural Controls - Remodeling of existing buildings shall take into account compatibility with a National Wildlife Refuge. Elements of compatibility include, but are not limited to: structural soundness, general safety, exterior material and their appearance and durability, landscaping, exterior lighting and site improvements. The materials should be natural in source and be in the range of earth colors (tan buildings with dark brown trim). Materials list and color scheme must be approved by the Refuge Manager.
- g. Screening of Rooftop Equipment - All rooftop equipment shall be designed to minimize undesirable views and forms. Screening shall be accomplished through the use of architectural elements and materials which are consistent with the building design.

- h. Sign Control - Signs are to be integrated with the building design and architecture in terms of the materials and placement of such signs. Billboards and rooftop signs are prohibited. All street signs and other public informational-type signs will be provided by the Fish and Wildlife Service.
- i. Vibration - Any use creating vibrations, such as are created by heavy drop forges, or heavy hydraulic surges, or devices which cause a dangerous high frequency vibration, shall be prohibited if such vibrations are perceptible or destructive beyond the walls of the immediate structure.
- j. Screening - Any industrial use abutting public use areas shall provide and maintain a wall, fence or planting to screen and reduce the noise and dust between the two uses and to inhibit eye level vision between the public use area and industrial areas.
- k. Industrial Waste Material - All liquid and solid wastes shall be identified in all processes and operations and approved disposal methods identified. All wastes discharged to the sanitary sewer shall meet the requirements of the Fish and Wildlife Service. Storm drainage shall meet the requirements of all State laws, rules, regulations, and watershed district requirements. Storm water drainage shall be protected from undue pollution and contaminants. All solid wastes must be identified and handled in compliance with Federal, State and local requirements.
- l. Noise - Noise levels inside all buildings and outside all buildings must meet Federal, State, and local requirements.
- m. Air Pollution - All emissions shall meet Federal, State and local requirements.

### 3. BUILDING MAINTENANCE STANDARDS

The "Building Maintenance Standards" listed below establish criteria for inspection and evaluation of industrial operations. All federal, state, county and local laws, regulations and directives shall remain in effect and apply as applicable to industrial operations. These standards do not exempt any industrial operations from compliance with other applicable laws, regulations and directives governing their operation.

- a. Roofs and Ventilators - Roofs and ventilators shall be coated or painted to prevent deterioration and leakage into buildings. As rust appears, patching and/or painting shall be required. On the average, it shall be necessary to recoat roofs on 5-year intervals.



- b. Building Wall Exteriors - The same provisions as indicated for roofs shall apply to the exterior walls of leased buildings.
- c. Wooden Doors and Frame Work - As wood portions deteriorate, it shall be the responsibility of the Lessee to take the necessary action to repair, repaint, and/or replace any portions of overhead doors, office doors, window framing, door framing, etc.
- d. Windows - All windows shall be maintained in a good state of repair. As breakage or cracks and holes occur, it shall be the Lessee's responsibility to repair or replace as conditions warrant. Caulking and weatherstripping shall be performed as necessary.
- e. Underpinning - Some buildings may require underpinning. For those buildings, all underpinning shall be maintained in a good state of repair by the Lessee. As repair, replacement, repainting, etc., is deemed necessary, it shall be the Lessee's responsibility.
- f. Grounds Maintenance - All areas shall present a good visual appearance. This entails proper litter disposal, inside storage of scrap metals and wood, mowed lawns, and neat parking areas.
- g. Safety Maintenance - Building maintenance shall be in compliance with OSHA regulations, state and local building codes and other national consensus standards (i.e., National Electric Code, Life Safety Code, ANSI Standards), as applicable. In the case of conflict between the above safety standards, the more stringent shall apply. The U.S. Fish and Wildlife Service reserves the option to adopt or develop additional safety standards as necessary and to require compliance with same, provided written notice and an appropriate implementation period is established. The Fish and Wildlife Service shall resolve all questions regarding the application of safety standards. Safety inspection emphasis shall include but not be limited to fire extinguishers, means of egress, electrical, source of heating, storage of combustible materials, housekeeping and storage, and danger and warning signs posted where needed.

- h. Building Inspections - Inspections shall be performed by a Refuge official. During these inspections, the inspector shall verbally point out any deficient areas found. A formal letter with the inspection results will then follow with a deadline date for correcting the deficient area(s). A follow-up inspection on or about the deadline date shall then be performed to insure compliance by the Lessee. The Refuge Manager shall be verbally notified of all other agency inspections related to safety at the time of the inspection, i.e., OSHA, with a copy of the written safety reports to be provided to the Refuge Manager no later than ten (10) working days after receipt.

AMENDMENT NO. 2 TO BUILDING LEASE CONTRACT NO. 14-16-0003-81-528

OLIN CORPORATION

BUILDING LEASE CONTRACT NO. 14-16-0003-81-528, issued October 1, 1980, between Olin Corporation, and the United States of America, is hereby amended as follows:

"PAGE 1 of PAGE 1A - RENTAL RATE SCHEDULE"

ADD: Building Designation No. "FAM-2-4" and "FAM-2-6",  
Building Sq.Ft.: 10,250 Sq.Ft. EACH  
Type of Use: CS  
Full Insurable Replacement Value: \$43,000 EACH

ADJUST: "Annual Rental Computation", effective November 1, 1984:

From: "71,750 Sq.Ft. @ \$0.45 per Sq.Ft.  
Annual Rental - \$32,297.50  
Monthly Installment - \$2,690.63"

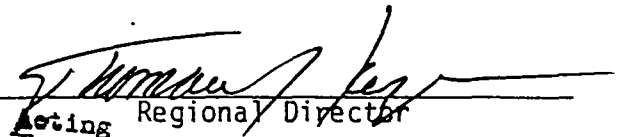
To: "92,250 Sq.Ft. @ \$0.45 per Sq.Ft.  
Annual Rental - \$41,512.50<sup>#</sup>  
Monthly Installment - \$3,459.38<sup>#</sup>"

INSERT: "<sup>#</sup>Rental Credit in the amount of \$11,000.00 will be applied to Annual Rental Assessments for exterior building repair costs incurred by the Lessee to Buildings FAM-2-4 and FAM-2-6. No monthly rental installment will be required of the Lessee until February, 1985. However, the Lessee will be required to furnish the Lessor with paid, itemized receipts for exterior building repair costs to above buildings in order to be eligible for the Rental Credit. Repairs must be completed on or before JULY 1, 1985."

ALL OTHER provisions and conditions of the original building lease contract, except as amended, shall remain in full force and effect.

United States of America  
Acting by and through  
The Secretary of the Interior

By

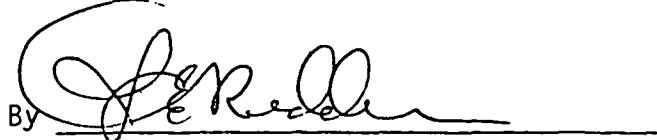
  
Acting Regional Director

Effective Date:

November 1, 1984

OLIN CORPORATION

By



000366

AMENDMENT NO. 3 TO BUILDING LEASE CONTRACT NO. 14-16-0003-81-528

OLIN CORPORATION

BUILDING LEASE CONTRACT NO. 14-16-0003-81-528, issued October 1, 1980, between Olin Corporation, and the United States of America, is hereby amended as follows:

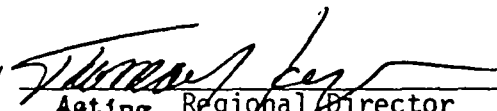
"PAGE 1 of PAGE 1A - RENTAL RATE SCHEDULE"

"Effective June 1, 1985, INCREASE #Rental Credit "from: \$11,000.00" "to: \$14,358.00", and ADJUST June 1985, billing accordingly to reflect Rental Credit increase.

ALL OTHER provisions and conditions of the original building lease contract, except as amended, shall remain in full force and effect.

United States of America  
Acting by and through  
The Secretary of the Interior

By

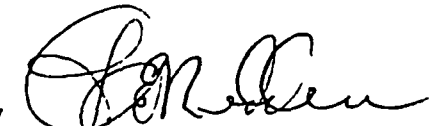
  
Acting Regional Director

Effective Date:

June 1, 1985

OLIN CORPORATION

By



000267

AMENDMENT No. 4 TO BUILDING LEASE CONTRACT No. 14-16-0003-81-528

OLIN CORPORATION

BUILDING LEASE CONTRACT NO. 14-16-0003-81-528, issued October 1, 1980, between Olin Corporation, and the United States of America, is hereby amended as follows:

"PAGE 1 of PAGE 1A - RENTAL RATE SCHEDULE:"

ADD: Building Designation No. "FAM-4-3"  
Building Sq. Ft.: 10,250 Sq. Ft.  
Type of Use: CS  
Full Insurable Replacement Value: \$43,000

ADJUST: "Annual Rental Computation, effective March 1, 1987:

From: "92,250 Sq. Ft. @\$0.45 per Sq. Ft.  
Annual Rental - \$41,512.50  
Monthly Installment - \$3,459.38"

To: "102,500 Sq. Ft. @\$0.45 Sq. Ft.  
Annual Rental \$46,125.00  
Monthly Installment - \$3,843.75"

ALL OTHER provisions and conditions of the original building lease contract, except as amended, shall remain in full force and effect.

UNITED STATES OF AMERICA  
Acting by and through  
The Secretary of the Interior

By John P. Powowski  
Acting Regional Director

Effective Date:  
March 1, 1987

Olin Corporation

By [Signature]

000368

**ORDNANCE**

**MARION OPERATIONS**

12 July 1989

Mr. Norrel Wallace, Proj. Mgr.  
Crab Orchard National  
Wildlife Refuge  
P.O. Box J  
Carterville, Il. 62918

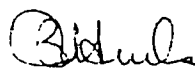
Dear Sir:

Attached is Olin's Building Usage Report per Lease #14-19-008-2675  
for the quarter April - June 1989.

Please let me know if you have any questions.

Very truly yours,

O L I N

  
R. R. Hudson, Manager  
Administration

/js

**000369**

A DIVISION OF OLIN DEFENSE SYSTEMS GROUP  
PO BOX 278, MARION, ILLINOIS 62959 (618) 985-8211

OLIN CORPORATION

*F9R*

BUILDING USAGE  
LEASE # 14-19-008-2675  
APRIL - JUNE 1989

During the quarter eighteen (18) Igloos in Area 13 were used.

All other building usage is as previously reported.

000370

# ORDNANCE

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MARION OPERATIONS

4 May 1989

Mr. Norrel Wallace  
Project Manager  
Crab Orchard National  
Wildlife Refuge  
P.O. Box J  
Carterville, Il. 62918

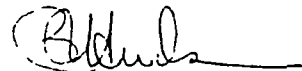
Dear Sir:

Attached is Olin's Building Usage Report per Lease #14-19-008-2675 for the quarters October - December 1988 and January - March 1989.

Please let me know if you have any questions.

Very truly yours,

O L I N



R. R. Hudson, Manager  
Administration/Finance

/js

Attach.

000371

A DIVISION OF OLIN DEFENSE SYSTEMS GROUP  
PO BOX 278, MARION, ILLINOIS 62959 (618) 985-8211

OLIN CORPORATION

RJR



BUILDING USAGE  
LEASE #14-19-008-2675  
OCTOBER-DECEMBER 1988

During the quarter eighteen (18) Igloos in Area 13 were used. All other building usage is as previously reported.

000372

BUILDING USAGE  
LEASE #14-19-008-2675  
JANUARY - MARCH 1989

During the quarter eighteen (18) Igloos in Area 13 were used. All other building usage is as previously reported.

4.4

000373



MARION OPERATIONS

November 10, 1988

Mr. Norrel Wallace, Project Mgr.,  
Crab Orchard National  
Wildlife Refuge  
P.O. Box J  
Carterville, Il. 62918

Dear Sir:

Attached is Olin's Building Usage Report per Lease #14-19-008-2675 for the  
quarter July - September 1988.

Please let me know if you have any questions.

Very truly yours,

O L I N

A handwritten signature in cursive script, appearing to read "R. R. Hudson".

R. R. Hudson, Manager  
Administration/Finance

/js

Attach.

000274

29R

BUILDING USAGE  
LEASE #14-19-008-2675  
July - September 1988

During the quarter eighteen (18) Igloos in Area 13 were used.

All other building usage is as previously reported.

000275



MARION OPERATIONS

17 August 1988

Mr. Norrel Wallace  
Project Manager  
Crab Orchard National  
Wildlife Refuge  
P.O. box J  
Carterville, Il. 62918

Dear Sir:

Attached is Olin's Building Usage Report per Lease #14-19-008-2675 for the quarters January - March 1988 and April - June 1988.

Please let me know if you have any questions.

Very truly yours,

O L I N

A handwritten signature in dark ink, appearing to read "R. R. Hudson", written over a horizontal line.

R. R. Hudson, Manager  
Administration/Finance

/js

Attach.

000376

29R

BUILDING USAGE  
LEASE #14-19-008-2675  
JANUARY - MARCH 1988

During the quarter eighteen (18) Igloos in Area 13 were used. All other building usage is as previously reported.

000377

BUILDING USAGE  
LEASE #14-19-008-2675  
APRIL - JUNE 1988

During the quarter eighteen (18) Igloos in Area 13 were used. All other building usage is as previously reported.



MARION OPERATIONS

March 7, 1988

Mr. Norrel Wallace, Proj. Mgr.,  
Crab Orchard National  
Wildlife Refuge  
P.o. Box J  
Carterville, Il. 62918

Dear Sir:

Attached is Olin's Building Usage Report per Lease #14-19-008-2675 for the  
quarters July - September 1987, October - December 1987.

Please let me know if you have any questions.

Very truly yours,

O L I N

A handwritten signature in black ink, appearing to read "R. R. Hudson". The signature is fluid and cursive, with a large initial "R" and "H".

R. R. Hudson, Manager  
Administration/Finance

/js

Attach.

000379

A DIVISION OF OLIN DEFENSE SYSTEMS GROUP  
P.O. BOX 278, MARION, ILLINOIS 62959 (618) 985-8211

OLIN CORPORATION

RGR



BUILDING USAGE  
LEASE #14-19-008-2675  
JULY - SEPTEMBER 1987

During the quarter eighteen (18) Igloos in Area 13 were used.

All other building usage is as previously reported.

000300

BUILDING USAGE  
LEASE LEASE #14-19-008-2675  
OCTOBER - DECEMBER 1987

During the quarter eighteen (18) Igloos in Area 13 were used.  
All other building usage is as previously reported.

000381

WINCHESTER  
ORDNANCE PRODUCTS

3 August 1987

Mr. Norrel Wallace, Proj. Mgr.  
Crab Orchard National  
Wildlife Refuge  
P.o. Box J  
Carterville, Il. 62918

Dear Sir:

Attached is Olin's Building Usage Report Per Lease #14-19-008-2675 for  
the quarter April-June 1987.

Please let me know if you have any questions.

Very truly yours,

O L I N



R. R. Hudson, Manager  
Administration/Finance

/js

Attach.

000382

R9R

BUILDING USAGE  
LEASE #14-19-008-2675  
APRIL-JUNE 1987

During the quarter eighteen (18) Igloos in Area 13 were used.

All other building Usage is as previously reported.

000383

ORDNANCE PRODUCTS

16 April 1987

Mr. Norrel Wallace, Project Mgr.  
Crab Orchard National  
Wildlife Refuge  
P.O. Box J  
Carterville, Il. 62918

Dear Sir:

Attached is Olin's Building Usage Report Per Lease #14-19-008-2675  
for the quarter January - March 1987.

Please let me know if you have any questions.

Very truly yours,

O L I N



R. R. Hudson, Manager  
Administration/Finance

/js

Attach.

000334

RJR

BUILDING USAGE  
LEASE #14-19-008-2675  
January - March 1987

During the quarter eighteen (18) Igloos in Area 13 were used.

All other building usage is as previously reported.

000285

ORDNANCE PRODUCTS

10 February 1987

Mr. Norrel Wallace, Project Mgr.,  
Crab Orchard National Wildlife Refuge  
P.O. Box J  
Carterville, Il. 62918

Dear Sir:

Attached is Olin's Building Usage Report per Lease #14-19-008-2675 for  
the quarter October-December 1986.

Please let me know if you have any questions.

Very truly yours,

O L I N



R. R. Hudson, Manager  
Administration/Finance

/js

Attach.

000000

2972

BUILDING USAGE  
LEASE #14-19-008-2675  
OCTOBER-DECEMBER 1986

During the quarter eighteen (18) Igloos in Area 13 were used.

All other building usage is as previously reported.

000000



ORDNANCE PRODUCTS

12 November 1986

Mr. Norrel Wallace  
Project Manager  
Crab Orchard National  
Wildlife Refuge  
P.O. Box J  
Carterville, Il. 62918


Dear Sir:

Attached is Olin's Building Usage Report per Lease-#14-19-008-2675 for the quarter July-September 1986.

Please let me know if you have any questions.

Very truly yours,

O L I N

  
R. R. Hudson, Manager  
Administration/Finance

/js

Attach.

000008

R9R

BUILDING USAGE  
LEASE #14-19-008-2675  
JULY - SEPTEMBER 1986

During the quarter eighteen (18) Igloos in Area 13 were used.

All other building usage is as previously reported.

000339

ORDNANCE PRODUCTS

11 July 1986

Mr. Norrell Wallace  
Project Mgr.  
Crab Orchard National  
Wildlife Refuge  
P.o. Box J  
Carterville, Il. 62918

Dear Sir:

Attached is Olin's Building Usage Report per Lease #14-19-008-2675 for the quarter.

Please let me know if you have any questions.

Very truly yours,

O L I N



R. R. HUDSON, Manager  
Administration/Finance

/js

Attach.

000000

RJR

BUILDING USAGE  
LEASE #14-19-008-2675  
APRIL - JUNE 1986

During the quarter eighteen (18) Igloos in Area 13 were used.

All other building usage is as previously reported.



P O DRAWER G MARION ILLINOIS 62959 • PHONE AC 618 985-8211

ORDNANCE PRODUCTS

9 April 1986

Mr. Norrell Wallace, Proj. Mgr.  
Crab Orchard National  
Wildlife Refuge  
P.o. Box J  
Carterville, Il. 62918

Dear Sir:

Attached is Olin's Building Usage Report per Lease #14-19-008-2675 for the quarter January-March 1986.

Please let me know if you have any questions.

Very truly yours,

O L I N

A handwritten signature in cursive script, appearing to read 'R. R. Hudson'.

R. R. Hudson, Manager  
Finance/Administration

/js

Attach.

O L I N C O R P O R A T I O N

44492 729R

BUILDING USAGE  
LEASE #14-19-008-2675  
JANUARY - MARCH 1986

During the quarter eighteen (18) Igloos in Area 13 were used.

All other building usage is as previously reported.



P O DRAWER G MARION ILLINOIS 62959 • PHONE AC 618 985-8211

ORDNANCE PRODUCTS

17 January 1986

Mr. Norrell Wallace  
Project Manager  
Crab Orchard National  
Wildlife Refuge  
P.O. Box J  
Carterville, Il. 62918

Dear Sir:

Attached is Olin's Building Usage Report per Lease  
#14-19-008-2675 for the quarters July - September 1985  
and October - December 1985.

Please let me know if you have any questions.

Very truly yours,

O L I N

A handwritten signature in cursive script, appearing to read "R. R. Hudson".

R. R. Hudson, Manager  
Administration/Finance

/js

Attach.

000094 79R

BUILDING USAGE  
LEASE #14-19-008-2675  
JULY-SEPTEMBER 1985  
OCTOBER-DECEMBER 1985

During the quarters eighteen Igloos in Area 13 were used.

All other building usage is as previously reported.

000000





P.O. DRAWER G, MARION, ILLINOIS 62959 • PHONE AC 618 985-8211

ORDNANCE PRODUCTS

9 July 1985

Mr. Wayne Adams, Proj. Mgr.  
Crab Orchard National  
Wildlife Refuge  
P.O. Box J  
Carterville, Il. 62918

Dear Sir:

Attached is Olin's Building Usage Report per Lease #14-19-008-2675  
for the quarter April - June 1985.

Please let me know if you have any questions.

Very truly yours,

O L I N

A handwritten signature in dark ink, appearing to read "R. L. Owen". The signature is fluid and cursive.

R. L. Owen, Manager  
Administration

/js

Attach.

000996

BUILDING USAGE  
LEASE #14-19-008-2675  
APRIL - JUNE 1985

During the quarter eighteen (18) Igloos in Area 13 were used.

An adjustment should be made to charge us for an additional Igloo effective July 1983 (23 months). It has been included in this quarterly report.

All other building usage is as previously reported.



P.O. DRAWER G, MARION, ILLINOIS 62959 • PHONE AC 618 985-8211

ORDNANCE PRODUCTS

12 April 1985

Mr. Wayne Adams, Project Mgr.  
Crab Orchard National  
Wildlife Refuge  
P.O. Box J  
Carterville, Il. 62918

Dear Sir:

Attached is Olin's Building Usage Report Per Lease #14-19-008-2675  
for the quarter January-March 1985.

Please let me know if you have any questions.

Very truly yours,

O L I N

A handwritten signature in cursive script that reads "R. L. Owen".

R. L. Owen, Manager  
Administration

/js

Attach.

000898

RJR

BUILDING USAGE

LEASE #14-19-008-2675

January-March 1985

During the quarter seventeen (17) Igloos in Area 13 were used

All other building usage is as previously reported.



P O DRAWER G, MARION, ILLINOIS 62959 • PHONE AC 618 985-8211

ORDNANCE PRODUCTS

10 January 1985

Mr. Wayne Adams  
Project Mgr.  
Crab Orchard National  
Wildlife Refuge  
P.O. Box J  
Carterville, Il. 62918

Dear Sir:

Attached is Olin's Building Usage Report per Lease #14-19-008-2675 for the quarter October-December 1984.

Please let me know if you have any questions.

Very truly yours,

O L I N

A handwritten signature in cursive script, appearing to read "RL Owen".

R. L. Owen, Manager  
Administration

/js

Attach.

000400

RJR

BUILDING USAGE  
LEASE #14-19-008-2675  
OCTOBER-DECEMBER 1985

During the quarter seventeen (17) Igloos in Area 13 were used.  
All other building usage is as previously reported.

000401



P O DRAWER G, MARION, ILLINOIS 62959 • PHONE AC 618 985-8211

ORDNANCE PRODUCTS

10 October 1984

Mr. Wayne Adams, Proj. Mgr.,  
Crab Orchard National  
Wildlife Refuge  
P.O. Box J  
Carterville, Il. 62918

Dear Sir:

Attached is Olin's Building Usage Report per Lease #14-19-008-2675 for the quarter July - September 1984.

Please let me know if you have any questions.

Very truly yours,

O L I N

A handwritten signature in dark ink, appearing to read "R L Owen". The signature is fluid and cursive, with the first letters of each name being capitalized and prominent.

R. L. Owen, Manager  
Administration

/js

Attach.

000402

O L I N C O R P O R A T I O N

RJR



P.O. DRAWER G, MARION, ILLINOIS 62959 • PHONE AC 618 985-8211

ORDNANCE PRODUCTS

24 July 1984

Mr. Wayne Adams  
Project Manager  
Crab Orchard National  
Wildlife Refuge  
P.O. Box J  
Carterville, Il. 62918


Dear Sir:

Attached is Olin's Building Usage Report per Lease  
#14-19-008-2675 for the quarter April - June 1984.

Please let me know if you have any questions.

Very truly yours,

O L I N

  
R. L. Owen, Manager  
Administration

/js

Attach.

000404

1,1

O L I N C O R P O R A T I O N

R.R.



BUILDING USAGE  
LEASE #14-19-008-2675  
APRIL-JUNE 1984

During the quarter seventeen (17) Igloos in Area 13 were used.

All other building usage is as previously reported.



P O DRAWER G, MARION, ILLINOIS 62959 • PHONE AC 618 985-8211

K/1

ORDNANCE PRODUCTS

24 April 1984

Mr. Wayne Adams, Proj. Mgr.  
Crab Orchard Nat'l.  
Wildlife Refuge  
P.O. Box J  
Carterville, Il. 62918

Dear Sir:

Attached is Olin's Building Usage Report per Lease  
#14-19-008-2675 for the quarter January - March 1984.

Please let me know if you have any questions.

Very truly yours,

O L I N

R. L. Owen, Manager  
Administration

/js

Attach.

000496

O L I N C O R P O R A T I O N

BUILDING USAGE  
LEASE #14-19-008-2675  
JANUARY - MARCH 1984

During the quarter seventeen (17) Igloos in Area 13 were used.

All other building usage is as previously reported.



P O. DRAWER G. MARION, ILLINOIS 62959 • PHONE AC 618 985-8211

ORDNANCE PRODUCTS

19 January 1984

Mr. Wayne Adams, Project Mgr.  
Crab Orchard National  
Wildlife Refuge  
P.O. Box J  
Carterville, Il. 62918

Dear Sir:

Attached is Olin's Building Usage Report per Lease #14-19-008-2675 for the quarter October - December 1983.

Please let me know if you have any questions.

Very truly yours,

O L I N

A handwritten signature in dark ink, appearing to read "RL Owen".

R. L. Owen, Manager  
Administration

/js

Attach.

000408

O L I N C O R P O R A T I O N

BUILDING USAGE  
LEASE #14-19-008-2675  
OCTOBER-DECEMBER 1983

During the quarter seventeen (17) Igloos in Area 13 were used.

All other building usage is as previously reported.



P O DRAWER G. MARION ILLINOIS 62959 • PHONE AC 618 985-8211

ORDNANCE PRODUCTS

18 October 1983

Mr. Wayne Adams, Project Mgr.  
Crab Orchard National  
Wildlife Refuge  
P.O. Box J  
Carterville, Il. 62918

Dear Sir:

Attached is Olin's Building Usage Report per Lease #14-19-008-2675  
for the quarter July-September 1983.

Please let me know if you have any questions.

Very truly yours,

O L I N

A handwritten signature in cursive script that reads "R. L. Owen".

R. L. Owen, Manager  
Administration

/js

Attach.

000410

O L I N C O R P O R A T I O N

BUILDING USAGE  
LEASE #14-19-008-2675  
JULY-SEPTEMBER 1983

During the quarter seventeen (17) Igloos in Area 13 were used.  
All other building usage is as previously reported.

000411



P O DRAWER G. MARION, ILLINOIS 62959 • PHONE AC 618 985-8211

ORDNANCE PRODUCTS

7 July 1983

Mr. Wayne Adams, Proj. Mgr.  
Crab Orchard National  
Wildlife Refuge  
P.O. Box J  
Carterville, Il. 62918

Dear Sir:

Attached is Olin's Building Usage Report per Lease  
#14-19-008-2675 for the quarter April-June 1983.

Please let me know if you have any questions.

Very truly yours,

O L I N

A handwritten signature in dark ink, appearing to read "R. L. Owen".

R. L. Owen, Manager  
Administration

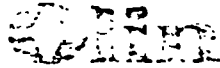
/js

Attach.

000412

O L I N C O R P O R A T I O N





P.O. DRAWER G WARREN ILLINOIS 61084 • PHONE 40618-453211

Mr. Wanda Adams, Prop. Mgr.  
Crab Orchard National  
Wildlife Refuge  
P.O. Box J  
Carterville, Il. 62918

Dear Sir:

Attached is Olin's Building Usage Report per Lease #14-19-008-2675  
for the quarter October-December 1982.

Please let me know if you have any questions.

Very truly yours,

O L I N

R. L. Owen, Manager  
Administration

/js

Attach.

BUILDING USAGE  
LEASE #14-19-008-2675  
OCTOBER-DECEMBER 1982

BUILDING DESCRIPTION	DATE USE DELETED	SQ. FT. OF BLDG.	RENTAL AMT. PER MONTH	COMMENTS
P-1-69	11-82	80		New Storage Bldg.
P-1-70	11-82	80		New Storage Bldg.
P-1-71	11-82	80		New Storage Bldg.
P-1-72	11-82	80		New Storage Bldg.
P-1-73	11-82	80		New Storage Bldg.
P-1-74	11-82	80		New Storage Bldg.
P-1-75	11-82	80		New Storage Bldg.

BUILDING DESCRIPTION	DATE BLDG. DELETED	SQ. FT. OF BLDG.	RENTAL AMT. PER MONTH	COMMENTS
B-2-11 (G)	11-82	1384	23.07	Bldg. Torn Down

During the quarter seventeen (17) Igloos in Area 13 were used.

All other building usage is as previously reported.



P.O. DRAWER G, MARION, ILLINOIS 62959 • PHONE AC 618 985-3721

Technical Systems Operation

12 October 1982

Mr. Wayne Adams, Project Mgr.,  
Crab Orchard National  
Wildlife Refuge  
P. O. Box J  
Carterville, Il. 62918

Dear Sir:

Attached is Olin's Building Usage Report per Lease #14-19-008-2675  
for the quarter July-September 1982.

Please let me know if you have any questions.

Very truly yours,

O L I N

R. L. Owen, Manager  
Administration

/js

Attach.

BUILDING USAGE  
JULY - SEPTEMBER 1982  
LEASE #14-19-008-2675

During the quarter seventeen (17) Igloos in Area 13 were used.

All other building usage is as previously reported.



P.O. DRAWER G, MARION, ILLINOIS 62959 • PHONE AC 618 985-3721

Technical Systems Operation

19 July 1982

Mr. Wayne Adams, Project Mgr.  
Crab Orchard National  
Wildlife Refuge  
P.O. Box J  
Carterville, Il. 62918

Dear Sir:

Attached is Olin's Building Usage Report per Lease #14-19-008-2675 for the quarter April-June 1982.

Please let me know if you have any questions.

Very truly yours,

O L I N

R. L. Owen, Manager  
Administration

/js

Attach.

000420

O L I N C O R P O R A T I O N

BUILDING USAGE  
LEASE #14-19-008-2675  
APRIL-JUNE 1982

During the quarter seventeen (17) Igloos in Area 13 were used.

All other building usage is as previously reported.



P.O. DRAWER G, MARION, ILLINOIS 62959 • PHONE AC 618 985-3721

Technical Systems Operation

6 April 1982

Mr. Wayne Adams  
Project Manager  
Crab Orchard National  
Wildlife Refuge  
P. O. Box J  
Carterville, Il. 62918

Dear Sir:

Attached is Olin's Building Usage Report per Lease  
#14-19-008-2675 for the quarter January - March 1982.

Please let me know if you have any questions.

Very truly yours,

O L I N

R. L. Owen, Manager  
Administration

/js

Attach.

000422

O L I N C O R P O R A T I O N

RJR



P.O. DRAWER G, MARION, ILLINOIS 62959 • PHONE AC 618 985-3721

Technical Systems Operation

5 January 1982

Mr. Wayne Adams, Project Manager  
Crab Orchard National Wildlife Refuge  
P.O. Box J  
Carterville, Il. 62918

Dear Sir:

Attached is Olin's building usage report for the quarter,  
October - December 1981, per lease #14-19-008-2675.

Please let me know if you have any questions.

Very truly yours,

O L I N

R. L. Owen, Manager  
Administration

/js

Attach.

000424



RJR



P.O. DRAWER G, MARION, ILLINOIS 62959 • PHONE AC 618 985-3721

Technical Systems Operation

9 October 1981

Mr. Wayne Adams  
Project Manager  
Crab Orchard National  
Wildlife Refuge  
P.O. Box J  
Carterville, Il. 62918

Dear Sir:

Attached is Olin's building usage report for the quarter,  
July - September 1981, per lease #14-19-008-2675.

Please let me know if you have any questions.

Very truly yours,

O L I N

R. L. Owen, Manager  
Administrative Services

/js

Attach.

000026

O L I N C O R P O R A T I O N

RJR



P.O. DRAWER G, MARION, ILLINOIS 62959 • PHONE AC 618 985-2721

Technical Systems Operation

14 July 1981

Mr. Wayne Adams  
Project Manager  
Crab Orchard National  
Wildlife Refuge  
P.O. Box J  
Carterville, Il. 62918

Dear Sir:

Attached is Olin's building usage report for the quarter,  
April - June 1981, per lease #14-19-008-2675.

Please let me know if you have any questions.

Very truly yours,

O L I N

A handwritten signature in dark ink, appearing to read "RL Owen".

R. L. Owen, Manager  
Administrative Services

/js

Attach.

000428

O L I N C O R P O R A T I O N

TZJR



P.O. DRAWER G, MARION, ILLINOIS 62959 • PHONE AC 618 985-3721

Technical Systems Operation

9 April 1981

Mr. Wayne Adams  
Project Manager  
Crab Orchard National  
Wildlife Refuge  
P.O. Box J  
Carterville, Il. 62918

Dear Sir:

Attached is Olin's building usage report for the quarter,  
January - March 1981, per lease #14-19-008-2675.

Please let me know if you have any questions.

Very truly yours,

O L I N

A handwritten signature in dark ink, appearing to read "R. L. Owen".

R. L. Owen, Manager  
Administrative Services

/js

Attach.

000430

O L I N C O R P O R A T I O N

RJR



P.O. DRAWER G, MARION, ILLINOIS 62959 • PHONE AC 618 985-3721

Technical Systems Operation

7 January 1981

Mr. Wayne Adams  
Project Manager  
Crab Orchard National  
Wildlife Refuge  
P.O. Box J  
Carterville, Il. 62918

Dear Sir:

Attached is Olin's building usable report for December 1980  
per lease #14-19-008-2675.

Please let me know if you have any questions.

Very truly yours,

O L I N

A handwritten signature in cursive script, appearing to read "R. L. Owen".

R. L. Owen, Manager  
Administrative Services

/js

Attach.

000432

RJR



P.O. DRAWER G, MARION, ILLINOIS 62959 • PHONE AC 618 985-3721

Technical Systems Operation

December 5, 1980

Mr. Wayne Adams  
Project Manager  
Crab Orchard National  
Wildlife Refuge  
P.O. Box J  
Carterville, Il. 62918

Dear Sir:

Attached is Olin's building usage report for November  
1980 per Lease #14-19-008-2675.

Please let me know if you have any questions.

Very truly yours,

O L I N

A handwritten signature in dark ink, appearing to read "R. L. Owen".

R. L. Owen, Manager  
Administrative Services

/js

Attached

000434

12J12



P.O. DRAWER G, MARION, ILLINOIS 62959 • PHONE AC 618 985-3721

Technical Systems Operation

5 November 1980

Mr. Wayne Adams  
Project Manager  
Crab Orchard National  
Wildlife Refuge,  
P.O. Box J  
Carterville, Il. 62918

Dear Sir:

We have no changes to report in our building usage for October 1980 per lease #14-19-008-2675.

During the month of October 1980 fifteen (15) igloos in Area 13 were used.

In addition, we have vacated the igloos in Area 14 as of 31 October 1980 and are returning them to the Fish & Wildlife Service. Please adjust the rental rates accordingly.

Let me know if you have any questions.

Very truly yours,

O L I N

A handwritten signature in cursive script that reads "R. L. Owen".

R. L. Owen, Manager  
Administrative Services

/js

000436



P.O. DRAWER G, MARION, ILLINOIS 62959 • PHONE AC 618 985-3721

Technical Systems Operation

8 October 1980

Mr. Wayne Adams  
Project Manager  
Crab Orchard National Wildlife  
Refuge  
P.O. Box J  
Carterville, Il. 62918

Dear Sir:

Attached is Olin's building usage report for September 1980  
per lease #14-19-008-2675.

Please let me know if you have any questions.

Very truly yours,

O L I N

A handwritten signature in dark ink, appearing to read "R. L. Owen".

R. L. Owen, Manager  
Administrative Services

/js

Attach.

000437

QUARTERLY    REPORT

for

PERIOD    ENDING

30 June 1980


Required By Lease Contract

No. 14-19-008-2675

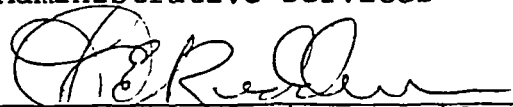
Offered for Lease Contract

No. 14-16-0003-12613

PREPARED BY:

  
R. L. Owen, Manager  
Administrative Services

APPROVED BY:

  
J. E. Redden, Vice President  
Technical Systems Operation

OLIN CORPORATION  
MARION, ILLINOIS

000439



## INTRODUCTION

This is Olin's Quarterly Report for the period ending June 30, 1980. Since there is no preceding quarterly report, this report attempts to bring up-to-date Olin's facility usage from prior periods and is based on the hand written building inventory supplied by the Fish and Wildlife Service and referenced in the letter of Mr. Harvey Nelson dated July 29, 1980.

Olin has some concerns and questions regarding the building inventory as received. They include:

- a. The inventory contains buildings Olin rents under annual Special Use Permits. These buildings were omitted from this report.
- b. The inventory includes ramps. These ramps in areas under the -2675 lease were omitted from this report as they should be excluded from rental by the terms of the lease.
- c. The inventory includes storage sheds on skids and trailers on wheels. It is Olin's opinion that these items should not be included; however, we have included rental calculations for these disputed structures.
- d. The measurements for the inventory were taken from outside building dimensions. Olin feels that internal dimensions should apply as they apparently do on other rented and leased buildings. Nevertheless, we have calculated rent on the outside dimensions given.
- e. The inventory appears to have some buildings listed more than once. Olin has calculated rent where there was any question.
- f. There are some buildings on the inventory in areas under the -2675 lease which are not being used. No effort was made to claim any rental reductions.

000440

Olin will be auditing the building inventory, and by the next quarterly report submittal, should have an accurate listing of facilities being used. No claim is made as to the validity of the current building inventory as supplied by the Fish and Wildlife.

Olin was under the assumption when the building inventory was made that it was a preliminary draft and that it would have to be refined before being considered as representative of actual facility usage.

Even though not contractually required, Olin has included buildings under Lease Contract No. 14-16-0003-12613 in this quarterly report.

This report also serves as a notice of "new construction" for both the -2675 and -12613 Leases through June 30, 1980. Again, these notices are based on the previously referenced building inventory.

000441

NOTES:

- (1) It is Olin's opinion that these buildings may be noted more than one time in the listing. Nevertheless, a rental adjustment has been made as if they were new construction in the year noted.
- (2) Corrected from building inventory received from Fish and Wildlife.
- (3) An audit of igloo use is being conducted. A rental adjustment may be required.

000117



EAST ALTON, ILLINOIS 62024

September 22, 1981

John A. Oaks  
Regional Project Officer  
U.S. EPA, Region V  
Sites Notification  
111 West Jackson Blvd.  
Chicago, IL 60604

Dear Sir:

Attached are the Notification of Hazardous Waste Site documents with the additional site location information as you requested.

If you have further questions regarding this subject please contact me at a new phone number (618) 258-2035.

Sincerely yours,

G. Tom Wisely  
Winchester Group  
Environmental Manager

Att. - Notification Reference Nos.:

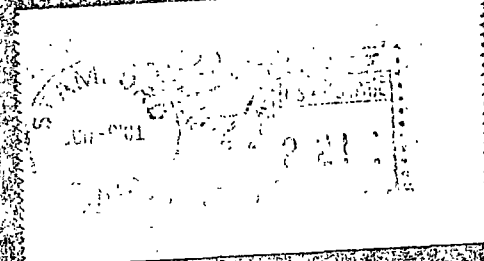
INS-000-001-119  
INS-000-001-142  
INS-000-001-257  
ILS-000-001-314  
ILS-000-001-315  
ILS-000-001-316  
ILS-000-001-317  
ILS-000-001-318

SEP 25 1981

CERTIFIED

27642

RETURN RECEIPT  
BE REQUESTED  
BE REQUESTED



C. L. Knowles, Jr

120 LONG RIDGE ROAD, STAMFORD, CONN. 06904

To

US EPA Region 5  
Sites Notification  
Chicago, IL 60604

FIRST CLASS MAIL

FORM OM-323



120 LONG RIDGE RD, STAMFORD, CONN. 06904

June 9, 1981

REGISTERED MAIL  
RETURN RECEIPT REQUESTED

US EPA Region 5  
Sites Notification  
Chicago, IL 60604

Gentlemen:

In compliance with the provisions of Section 103(c) of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, Olin Corporation submits EPA Form 8900-1 for facilities in your Region. A list of said facilities is attached hereto. The name of the Olin individual to be contacted regarding information submitted is identified on each form.

Very truly yours,

C. L. Knowles, Jr.  
Director, Environmental &  
Energy Affairs

CLK/ji  
Enclosures

JUN 12 1981

O L I N C O R P O R A T I O N

ATTACHMENT TO TRANSMITTAL LETTER DATED  
JUNE 9, 1981 TO EPA REGION V

---

Technical Systems Operation	- Energy Test Site	Marion, IL
"	"	"
"	- Ordill Area 12	"
"	"	"
"	- Ordill D Area	"
"	"	"
"	- Ordill I Area	"
"	"	"
"	- Ordill Ogden	"
"	"	"
Indiana Ordnance Works		Charleston, IN
Ecusta Paper and Film Group	- Olin Works	Covington, IN
Kingsbury Operation		La Porte, IN
Peru Works		Peru, IN
Wabash River Ordnance Works		Newport, IN
East Alton	- Main Plant	St. Louis, MO
Creek Road	- Ashtabula Plant (for Brenkus Excavating Company)	Kingsville, OH
Badger Army Ammunition Plant		Baraboo, WI

JUN 12 1981

CERTIFIED

27642

RECEIVED  
MAY 27 1991  
U.S. DEPARTMENT OF JUSTICE  
FEDERAL BUREAU OF INVESTIGATION

86  
75

FORM OM-323

FIRST CLASS MAIL

TO  
120 LONG RIDGE ROAD, STAMFORD, CONN. 06904  
**oim** C. L. Knowles, Jr.  
US EPA Region 5  
Sites Notification  
Chicago, IL 60604









POTENTIAL HAZARDOUS WASTE SITE  
FINAL STRATEGY DETERMINATION

REGION

SITE NUMBER

V

1000010032

File this form in the regional Hazardous Waste Log File and submit a copy to U.S. Environmental Protection Agency, Site Tracking System, Hazardous Waste Enforcement Task Force (E.N-335), 401 M St., SW, Washington, DC 20460.

## I. SITE IDENTIFICATION

A. SITE NAME

ORDILL D AREA

B. STREET

C. CITY

CARTERVILLE

D. STATE

ILL

E. ZIP CODE

## II. FINAL DETERMINATION

Indicate the recommended action(s) and agency(ies) that should be involved by marking 'X' in the appropriate boxes.

RECOMMENDATION

MARK 'X'

EPA

ACTION AGENCY

STATE

LOCAL

PRIVATE

A. NO ACTION NEEDED

B. REMEDIAL ACTION NEEDED, BUT NO RESOURCES AVAILABLE  
(If yes, complete Section III.)

C. REMEDIAL ACTION (If yes, complete Section IV.)

D. ENFORCEMENT ACTION (If yes, specify in Part E whether the case will be primarily managed by the EPA or the State and what type of enforcement action is anticipated.)

E. RATIONALE FOR FINAL STRATEGY DETERMINATION

DUPLICATE LISTING SEE:  
OLIN BAUSTICS FACILITY  
MARION, ILL

F. IF A CASE DEVELOPMENT PLAN HAS BEEN PREPARED, SPECIFY THE DATE PREPARED (mo., day, &amp; yr.)

G. IF AN ENFORCEMENT CASE HAS BEEN FILED, SPECIFY THE DATE FILED (mo., day, &amp; yr.)

H. PREPARER INFORMATION

1. NAME

Paul Demok

2. TELEPHONE NUMBER

886-6710

3. DATE (mo., day, &amp; yr.)

12-17-80

## III. REMEDIAL ACTIONS TO BE TAKEN WHEN RESOURCES BECOME AVAILABLE

List all remedial actions, such as excavation, removal, etc. to be taken as soon as resources become available. See instructions for a list of Key Words for each of the actions to be used in the spaces below. Provide an estimate of the approximate cost of the remedy.

A. REMEDIAL ACTION

B. ESTIMATED COST

C. REMARKS

\$

\$

\$

\$

\$

\$

\$

\$

D. TOTAL ESTIMATED COST

\$

<b>POTENTIAL HAZARDOUS WASTE SITE IDENTIFICATION</b>		REGION	SITE NUMBER
<b>NOTE:</b> The initial identification of a potential site or incident should not be interpreted as a finding of illegal activity or confirmation that an actual health or environmental threat exists. All identified sites will be assessed under the EPA's Hazardous Waste Site Enforcement and Response System to determine if a hazardous waste problem actually exists.			
<b>A. SITE NAME</b> <i>Orville D- Area</i>	<b>B. STREET (or other identifier)</b> <i>Crab Orchard Natl Wild Life Refuge</i>		
<b>C. CITY</b> <i>Carterville</i>	<b>D. STATE</b> <i>Illinois</i>	<b>E. ZIP CODE</b> <i>62918</i>	<b>F. COUNTY NAME</b> <i>Jefferson</i>
<b>G. OWNER/OPERATOR (if known)</b>			
<b>1. NAME</b>			<b>2. TELEPHONE NUMBER</b>
<b>H. TYPE OF OWNERSHIP (if known)</b> <input type="checkbox"/> 1. FEDERAL <input type="checkbox"/> 2. STATE <input type="checkbox"/> 3. COUNTY <input type="checkbox"/> 4. MUNICIPAL <input type="checkbox"/> 5. PRIVATE <input type="checkbox"/> 6. UNKNOWN			
<b>I. SITE DESCRIPTION</b>			
<b>J. HOW IDENTIFIED (i.e., citizen's complaints, OSHA citations, etc.)</b>			<b>K. DATE IDENTIFIED (mo., day, &amp; yr.)</b>
<b>L. SUMMARY OF POTENTIAL OR KNOWN PROBLEM</b>			
<b>M. PREPARER INFORMATION</b>			
<b>1. NAME</b>		<b>2. TELEPHONE NUMBER</b>	<b>3. DATE (mo., day, &amp; yr.)</b>



POTENTIAL HAZARDOUS WASTE SITE  
FINAL STRATEGY DETERMINATION

REGION

SITE NUMBER

V

II/000010031

File this form in the regional Hazardous Waste Log File and submit a copy to: U.S. Environmental Protection Agency, Site Tracking System, Hazardous Waste Enforcement Task Force (EN-335), 401 M St., SW, Washington, DC 20460.

## I. SITE IDENTIFICATION

A. SITE NAME

ORDILL FIRE STATION

B. STREET

C. CITY

CARTERVILLE,

D. STATE

ILL

E. ZIP CODE

## II. FINAL DETERMINATION

Indicate the recommended action(s) and agency(ies) that should be involved by marking 'X' in the appropriate boxes.

RECOMMENDATION	MARK 'X'	ACTION AGENCY			
		EPA	STATE	LOCAL	PRIVATE
A. NO ACTION NEEDED	X	X			
B. REMEDIAL ACTION NEEDED, BUT NO RESOURCES AVAILABLE (If yes, complete Section III.)					
C. REMEDIAL ACTION (If yes, complete Section IV.)					
D. ENFORCEMENT ACTION (If yes, specify in Part E whether the case will be primarily managed by the EPA or the State and what type of enforcement action is anticipated.)					

## E. RATIONALE FOR FINAL STRATEGY DETERMINATION

DUPLICATE LISTING SEE:  
OLIN BALLASTICS FACILITY

F. IF A CASE DEVELOPMENT PLAN HAS BEEN PREPARED, SPECIFY THE DATE PREPARED (mo., day, & yr.)

G. IF AN ENFORCEMENT CASE HAS BEEN FILED, SPECIFY THE DATE FILED (mo., day, & yr.)

## H. PREPARER INFORMATION

1. NAME

Paul Dimock

2. TELEPHONE NUMBER

886-6710

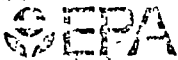
3. DATE (mo., day, &amp; yr.)

12-17-80

## III. REMEDIAL ACTIONS TO BE TAKEN WHEN RESOURCES BECOME AVAILABLE

List all remedial actions, such as excavation, removal, etc. to be taken as soon as resources become available. See instructions for a list of Key Words for each of the actions to be used in the spaces below. Provide an estimate of the approximate cost of the remedy.

A. REMEDIAL ACTION	B. ESTIMATED COST	C. REMARKS
	\$	
	\$	
	\$	
	\$	
	\$	
	\$	
	\$	
	\$	
	\$	
D. TOTAL ESTIMATED COST	\$	



## POTENTIAL HAZARDOUS WASTE SITE IDENTIFICATION

REGION SITE NUMBER

II-000010031

NOTE: The initial identification of a potential site or incident should not be interpreted as a finding of illegal activity or confirmation that an actual health or environmental threat exists. All identified sites will be assessed under the EPA's Hazardous Waste Site Enforcement and Response System to determine if a hazardous waste problem actually exists.

A. SITE NAME

Orrell Fire Station

B. STREET (or other identifier)

Crab Orchard Natl Wild Life Refuge

C. CITY

Carterville

D. STATE

Illinois

E. ZIP CODE

62918

F. COUNTY NAME

G. OWNER/OPERATOR (if known)

1. NAME

2. TELEPHONE NUMBER

H. TYPE OF OWNERSHIP (if known)

☐

1. FEDERAL

☐

2. STATE

☐

3. COUNTY

☐

4. MUNICIPAL

☐

5. PRIVATE

☐

6. UNKNOWN

I. SITE DESCRIPTION

J. HOW IDENTIFIED (i.e., citizen's complaints, OSHA citations, etc.)

K. DATE IDENTIFIED  
(mo., day, & yr.)

L. SUMMARY OF POTENTIAL OR KNOWN PROBLEM

M. PREPARER INFORMATION

1. NAME

2. TELEPHONE NUMBER

3. DATE (mo., day, &amp; yr.)



POTENTIAL HAZARDOUS WASTE SITE  
FINAL STRATEGY DETERMINATION

REGION SITE NUMBER

IV

File this form in the regional Hazardous Waste Log File and submit a copy to U.S. Environmental Protection Agency, Site Tracking System, Hazardous Waste Enforcement Task Force (EN-335), 401 M St., SW, Washington, DC 20460.

I. SITE IDENTIFICATION

A. SITE NAME ORDILL D AREA 12	B. STREET	
C. CITY CARTERVILLE	D. STATE ILL	E. ZIP CODE

II. FINAL DETERMINATION

Indicate the recommended action(s) and agency(ies) that should be involved by marking 'X' in the appropriate boxes.

RECOMMENDATION	MARK 'X'	ACTION AGENCY			
		EPA	STATE	LOCAL	PRIVATE
A. NO ACTION NEEDED	X	X			
B. REMEDIAL ACTION NEEDED, BUT NO RESOURCES AVAILABLE (If yes, complete Section III.)					
C. REMEDIAL ACTION (If yes, complete Section IV.)					
D. ENFORCEMENT ACTION (If yes, specify in Part E whether the case will be primarily managed by the EPA or the State and what type of enforcement action is anticipated.)					

E. RATIONALE FOR FINAL STRATEGY DETERMINATION

DUPLICATE LISTING SEE:  
OLIN BAUSTIC FACILITY  
MARION, ILL

F. IF A CASE DEVELOPMENT PLAN HAS BEEN PREPARED, SPECIFY THE DATE PREPARED (mo., day, & yr.)

G. IF AN ENFORCEMENT CASE HAS BEEN FILED, SPECIFY THE DATE FILED (mo., day, & yr.)

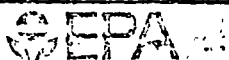
H. PREPARER INFORMATION

1. NAME Paul Dimock	2. TELEPHONE NUMBER 886-6710	3. DATE (mo., day, & yr.) 12-17-80
------------------------	---------------------------------	---------------------------------------

III. REMEDIAL ACTIONS TO BE TAKEN WHEN RESOURCES BECOME AVAILABLE

List all remedial actions, such as excavation, removal, etc. to be taken as soon as resources become available. See instructions for a list of Key Words for each of the actions to be used in the spaces below. Provide an estimate of the approximate cost of the remedy.

A. REMEDIAL ACTION	B. ESTIMATED COST	C. REMARKS
	\$	
	\$	
	\$	
	\$	
	\$	
	\$	
	\$	
	\$	
	\$	
D. TOTAL ESTIMATED COST	\$	



## POTENTIAL HAZARDOUS WASTE SITE IDENTIFICATION

REGION SITE NUMBER

B IL-000010033

NOTE: The initial identification of a potential site or incident should not be interpreted as a finding of illegal activity or confirmation that an actual health or environmental threat exists. All identified sites will be assessed under the EPA's Hazardous Waste Site Enforcement and Response System to determine if a hazardous waste problem actually exists.

A. SITE NAME

Orchard D-Area 12

D. STREET (or other identifier)

Orchard-Orchard Natl Wild Life Refuge

C. CITY

Carterville

D. STATE

Illinois

E. ZIP CODE

62918

F. COUNTY NAME

G. OWNER/OPERATOR (if known)

1. NAME

2. TELEPHONE NUMBER

H. TYPE OF OWNERSHIP (if known)

☐ 1. FEDERAL ☐ 2. STATE ☐ 3. COUNTY ☐ 4. MUNICIPAL ☐ 5. PRIVATE ☐ 6. UNKNOWN

I. SITE DESCRIPTION

J. HOW IDENTIFIED (i.e., citizen's complaints, OSHA citations, etc.)

K. DATE IDENTIFIED  
(mo., day, & yr.)

L. SUMMARY OF POTENTIAL OR KNOWN PROBLEM

M. PREPARER INFORMATION

1. NAME

2. TELEPHONE NUMBER

3. DATE (mo., day, &amp; yr.)





POTENTIAL HAZARDOUS WASTE SITE  
FINAL STRATEGY DETERMINATION

REGION

SITE NUMBER

IV

IL000010030

File this form in the regional Hazardous Waste Log File and submit a copy to U.S. Environmental Protection Agency, Site Tracking System; Hazardous Waste Enforcement Task Force (EN-335), 401 M St., SW, Washington, DC 20460.

## I. SITE IDENTIFICATION

A. SITE NAME

ORDILL I AREA

B. STREET

C. CITY

CARTERVILLE

D. STATE

ILL

E. ZIP CODE

## II. FINAL DETERMINATION

Indicate the recommended action(s) and agency(ies) that should be involved by marking 'X' in the appropriate boxes.

RECOMMENDATION

MARK 'X'

EPA

ACTION AGENCY

STATE

LOCAL

PRIVATE

A. NO ACTION NEEDED

X

X

B. REMEDIAL ACTION NEEDED, BUT NO RESOURCES AVAILABLE  
(If yes, complete Section III.)

C. REMEDIAL ACTION (If yes, complete Section IV.)

D. ENFORCEMENT ACTION (If yes, specify in Part E whether the case will be primarily managed by the EPA or the State and what type of enforcement action is anticipated.)

E. RATIONALE FOR FINAL STRATEGY DETERMINATION

DUPLICATE LISTING SEE:  
OLIN BALLISTICS FACILITY  
MARION, ILL

F. IF A CASE DEVELOPMENT PLAN HAS BEEN PREPARED, SPECIFY THE DATE PREPARED (mo., day, &amp; yr.)

G. IF AN ENFORCEMENT CASE HAS BEEN FILED, SPECIFY THE DATE FILED (mo., day, &amp; yr.)

H. PREPARER INFORMATION

1. NAME

Paul Dimock

2. TELEPHONE NUMBER

886-6710

3. DATE (mo., day, &amp; yr.)

12-17-80

## III. REMEDIAL ACTIONS TO BE TAKEN WHEN RESOURCES BECOME AVAILABLE

List all remedial actions, such as excavation, removal, etc. to be taken as soon as resources become available. See instructions for a list of Key Words for each of the actions to be used in the spaces below. Provide an estimate of the approximate cost of the remedy.

A. REMEDIAL ACTION

B. ESTIMATED COST

C. REMARKS

\$

\$

\$

\$

\$

\$

\$

\$

D. TOTAL ESTIMATED COST

\$

## IV. REMEDIAL ACTIONS

A. SHORT TERM/EMERGENCY ACTIONS (*On Site and Off-Site*): List all emergency actions taken or planned to bring the site under immediate control, e.g., restrict access, provide alternate water supply, etc. See instructions for a list of Key Words for each of the actions to be used in the spaces below.

1. ACTION	2. ACTION START DATE (mo, day, & yr)	3. ACTION END DATE (mo, day, & yr)	4. ACTION AGENCY (EPA, State, Private Party)	5. COST	6. SPECIFY 311 OR OTHER ACTION. INDICATE THE MAGNITUDE OF THE WORK REQUIRED.
				\$	
				\$	
				\$	
				\$	
				\$	
				\$	

B. LONG TERM STRATEGY (*On Site and Off-Site*): List all long term solutions, e.g., excavation, removal, ground water monitoring wells, etc. See instructions for a list of Key Words for each of the actions to be used in the spaces below.

1. ACTION	2. ACTION START DATE (mo, day, & yr)	3. ACTION END DATE (mo, day, & yr)	4. ACTION AGENCY (EPA, State, Private Party)	5. COST	6. SPECIFY 311 OR OTHER ACTION. INDICATE THE MAGNITUDE OF THE WORK REQUIRED.
				\$	
				\$	
				\$	
				\$	
				\$	
				\$	

## C. MANHOURS AND COST BY ACTION AGENCY

1. ACTION AGENCY	2. TOTAL MAN- HOURS FOR REMEDIAL ACTIVITIES	3. TOTAL COST FOR REMEDIAL ACTIVITIES
a. EPA		\$
b. STATE		\$
c. PRIVATE PARTIES		\$
d. OTHER ( <i>specify</i> )		\$

EPA

## POTENTIAL HAZARDOUS WASTE SITE IDENTIFICATION

REGION

SITE NUMBER

45 IL-000010030

NOTE: The initial identification of a potential site or incident should not be interpreted as a finding of illegal activity or confirmation that an actual health or environmental threat exists. All identified sites will be assessed under the EPA's Hazardous Waste Site Enforcement and Response System to determine if a hazardous waste problem actually exists.

A. SITE NAME

Orchard I - Area

B. STREET (or other identifier)

Oak Orchard Natl Wildlife Refuge

C. CITY

Carterville

D. STATE

Illinois

E. ZIP CODE

62918

F. COUNTY NAME

G. OWNER/OPERATOR (if known)

1. NAME

2. TELEPHONE NUMBER

H. TYPE OF OWNERSHIP (if known)

☐ 1. FEDERAL☐ 2. STATE☐ 3. COUNTY☐ 4. MUNICIPAL☐ 5. PRIVATE☐ 6. UNKNOWN

I. SITE DESCRIPTION

J. HOW IDENTIFIED (i.e., citizen's complaints, OSHA citations, etc.)

K. DATE IDENTIFIED  
(mo., day, & yr.)

L. SUMMARY OF POTENTIAL OR KNOWN PROBLEM

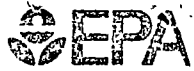
M. PREPARER INFORMATION

1. NAME

2. TELEPHONE NUMBER

3. DATE (mo., day, &amp; yr.)





POTENTIAL HAZARDOUS WASTE SITE  
FINAL STRATEGY DETERMINATION

REGION

SITE NUMBER

IV

IL 000 010029

File this form in the regional Hazardous Waste Log File and submit a copy to U.S. Environmental Protection Agency, Site Tracking System, Hazardous Waste Enforcement Task Force (EN-335), 401 M St., SW, Washington, DC 20460.

## I. SITE IDENTIFICATION

A. SITE NAME

ORDILL WATER TOWER

B. STREET

C. CITY

CARTERVILLE

D. STATE

ILL

E. ZIP CODE

## II. FINAL DETERMINATION

Indicate the recommended action(s) and agency(ies) that should be involved by marking 'X' in the appropriate boxes.

RECOMMENDATION

MARK 'X'

EPA

ACTION AGENCY

STATE

LOCAL

PRIVATE

A. NO ACTION NEEDED

X

X

B. REMEDIAL ACTION NEEDED, BUT NO RESOURCES AVAILABLE  
(If yes, complete Section III.)

C. REMEDIAL ACTION (If yes, complete Section IV.)

D. ENFORCEMENT ACTION (If yes, specify in Part E whether the case will be primarily managed by the EPA or the State and what type of enforcement action is anticipated.)

E. RATIONALE FOR FINAL STRATEGY DETERMINATION

DUPLICATE LISTING SEE:  
OLIN BALLASTICS FACILITY  
MARION, ILL

F. IF A CASE DEVELOPMENT PLAN HAS BEEN PREPARED, SPECIFY THE DATE PREPARED (mo., day, &amp; yr.)

G. IF AN ENFORCEMENT CASE HAS BEEN FILED, SPECIFY THE DATE FILED (mo., day, &amp; yr.)

H. PREPARER INFORMATION

1. NAME

Paul Dimock

2. TELEPHONE NUMBER

886-6710

3. DATE (mo., day, &amp; yr.)

12-17-80

## III. REMEDIAL ACTIONS TO BE TAKEN WHEN RESOURCES BECOME AVAILABLE

List all remedial actions, such as excavation, removal, etc. to be taken as soon as resources become available. See instructions for a list of Key Words for each of the actions to be used in the spaces below. Provide an estimate of the approximate cost of the remedy.

A. REMEDIAL ACTION

B. ESTIMATED COST

C. REMARKS

\$

\$

\$

\$

\$

\$

\$

\$

D. TOTAL ESTIMATED COST

\$

## IV. REMEDIAL ACTIONS

A. SHORT TERM/EMERGENCY ACTIONS (On Site and Off-Site). List all emergency actions taken or planned to bring the site under immediate control, e.g., restrict access, provide alternate water supply, etc. See instructions for a list of Key Words for each of the actions to be used in the spaces below.

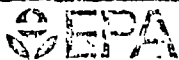
1. ACTION	2. ACTION START DATE (mo, day, & yr)	3. ACTION END DATE (mo, day, & yr)	4. ACTION AGENCY (EPA, State, Private Party)	5. COST	6. SPECIFY 311 OR OTHER ACTION. INDICATE THE MAGNITUDE OF THE WORK REQUIRED.
				\$	
				\$	
				\$	
				\$	
				\$	
				\$	

B. LONG TERM STRATEGY (On Site and Off-Site): List all long term solutions, e.g., excavation, removal, ground water monitoring wells, etc. See instructions for a list of Key Words for each of the actions to be used in the spaces below.

1. ACTION	2. ACTION START DATE (mo, day, & yr)	3. ACTION END DATE (mo, day, & yr)	4. ACTION AGENCY (EPA, State, Private Party)	5. COST	6. SPECIFY 311 OR OTHER ACTION. INDICATE THE MAGNITUDE OF THE WORK REQUIRED.
				\$	
				\$	
				\$	
				\$	
				\$	
				\$	

## C. MANHOURS AND COST BY ACTION AGENCY

1. ACTION AGENCY	2. TOTAL MAN- HOURS FOR REMEDIAL ACTIVITIES	3. TOTAL COST FOR REMEDIAL ACTIVITIES
a. EPA		\$
b. STATE		\$
c. PRIVATE PARTIES		\$
d. OTHER (specify)		\$



## POTENTIAL HAZARDOUS WASTE SITE IDENTIFICATION

REGION SITE NUMBER

5 IL-000010039

NOTE: The initial identification of a potential site or incident should not be interpreted as a finding of illegal activity or confirmation that an actual health or environmental threat exists. All identified sites will be assessed under the EPA's Hazardous Waste Site Enforcement and Response System to determine if a hazardous waste problem actually exists.

A. SITE NAME

Ordell Water tower

B. STREET (or other identifier)

Crab Orchard Natl Wild Life Refuge

C. CITY

Casterville

D. STATE

Illinois

E. ZIP CODE

62918

F. COUNTY NAME

G. OWNER/OPERATOR (if known)

1. NAME

2. TELEPHONE NUMBER

H. TYPE OF OWNERSHIP (if known)

☐ 1. FEDERAL ☐ 2. STATE ☐ 3. COUNTY ☐ 4. MUNICIPAL ☐ 5. PRIVATE ☐ 6. OTHER

I. SITE DESCRIPTION

J. HOW IDENTIFIED (i.e., citizen's complaints, OSHA citations, etc.)

K. DATE IDENTIFIED  
(mo., day, & yr.)

L. SUMMARY OF POTENTIAL OR KNOWN PROBLEM

M. PREPARER INFORMATION

1. NAME

2. TELEPHONE NUMBER

3. DATE (mo., day, &amp; yr.)





# POTENTIAL HAZARDOUS WASTE SITE FINAL STRATEGY DETERMINATION

REGION SITE NUMBER

V

IL 0000/0024

File this form in the regional Hazardous Waste Log File and submit a copy to: U.S. Environmental Protection Agency, Site Tracking System, Hazardous Waste Enforcement Task Force (EN-335), 401 M St., SW, Washington, DC 20460.

## I. SITE IDENTIFICATION

A. SITE NAME ORDILL OL-DEN ROAD	B. STREET	
C. CITY CARTERVILLE	D. STATE ILL	E. ZIP CODE

## II. FINAL DETERMINATION

Indicate the recommended action(s) and agency(ies) that should be involved by marking 'X' in the appropriate boxes.

RECOMMENDATION	MARK 'X'	ACTION AGENCY			
		EPA	STATE	LOCAL	PRIVATE
A. NO ACTION NEEDED	X	X			
B. REMEDIAL ACTION NEEDED, BUT NO RESOURCES AVAILABLE (If yes, complete Section III.)					
C. REMEDIAL ACTION (If yes, complete Section IV.)					
D. ENFORCEMENT ACTION (If yes, specify in Part E whether the case will be primarily managed by the EPA or the State and what type of enforcement action is anticipated.)					

## E. RATIONALE FOR FINAL STRATEGY DETERMINATION

DUPLICATE LISTING SEE:  
OLIN BALLASTICS FACILITY  
MARION, ILL

F. IF A CASE DEVELOPMENT PLAN HAS BEEN PREPARED, SPECIFY THE DATE PREPARED (mo., day, & yr.)

G. IF AN ENFORCEMENT CASE HAS BEEN FILED, SPECIFY THE DATE FILED (mo., day, & yr.)

## H. PREPARER INFORMATION

1. NAME Paul Dimock	2. TELEPHONE NUMBER 886-6710	3. DATE (mo., day, & yr.) 12-17-86
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## III. REMEDIAL ACTIONS TO BE TAKEN WHEN RESOURCES BECOME AVAILABLE

List all remedial actions, such as excavation, removal, etc. to be taken as soon as resources become available. See instructions for a list of Key Words for each of the actions to be used in the spaces below. Provide an estimate of the approximate cost of the remedy.

A. REMEDIAL ACTION	B. ESTIMATED COST	C. REMARKS
	\$	
	\$	
	\$	
	\$	
	\$	
	\$	
	\$	
	\$	
	\$	
	\$	
D. TOTAL ESTIMATED COST	\$	

## IV. REMEDIAL ACTIONS

A. SHORT TERM/EMERGENCY ACTIONS (On Site and Off-Site) List all emergency actions taken or planned to bring the site under immediate control, e.g., restrict access, provide alternate water supply, etc. See instructions for a list of Key Words for each of the actions to be used in the spaces below.

1. ACTION	2. ACTION START DATE (mo, day, & yr)	3. ACTION END DATE (mo, day, & yr)	4. ACTION AGENCY (EPA, State, Private Party)	5. COST	6. SPECIFY 311 OR OTHER ACTION. INDICATE THE MAGNITUDE OF THE WORK REQUIRED.
				\$	
				\$	
				\$	
				\$	
				\$	
				\$	

B. LONG TERM STRATEGY (On Site and Off-Site): List all long term solutions, e.g., excavation, removal, ground water monitoring wells, etc. See instructions for a list of Key Words for each of the actions to be used in the spaces below.

1. ACTION	2. ACTION START DATE (mo, day, & yr)	3. ACTION END DATE (mo, day, & yr)	4. ACTION AGENCY (EPA, State, Private Party)	5. COST	6. SPECIFY 311 OR OTHER ACTION. INDICATE THE MAGNITUDE OF THE WORK REQUIRED.
				\$	
				\$	
				\$	
				\$	
				\$	
				\$	

## C. MANHOURS AND COST BY ACTION AGENCY

1. ACTION AGENCY	2. TOTAL MAN- HOURS FOR REMEDIAL ACTIVITIES	3. TOTAL COST FOR REMEDIAL ACTIVITIES
a. EPA		\$
b. STATE		\$
c. PRIVATE PARTIES		\$
d. OTHER (specify):		\$

<b>EPA POTENTIAL HAZARDOUS WASTE SITE IDENTIFICATION</b>				REGION	SITE NUMBER
<b>NOTE:</b> The initial identification of a potential site or incident should not be interpreted as a finding of illegal activity or confirmation that an actual health or environmental threat exists. All identified sites will be assessed under the EPA's Hazardous Waste Site Enforcement and Response System to determine if a hazardous waste problem actually exists.					
<b>A. SITE NAME</b> <i>Ordell - Ogden Road</i>			<b>B. STREET (or other identifier)</b> <i>Crab Orchard Natl. Wild Life Refuge</i>		
<b>C. CITY</b> <i>Carterville</i>			<b>D. STATE</b> <i>Illinois</i>	<b>E. ZIP CODE</b> <i>62918</i>	<b>F. COUNTY NAME</b>
<b>G. OWNER/OPERATOR (if known)</b>					
<b>1. NAME</b>					<b>2. TELEPHONE NUMBER</b>
<b>H. TYPE OF OWNERSHIP (if known)</b> <input type="checkbox"/> 1. FEDERAL <input type="checkbox"/> 2. STATE <input type="checkbox"/> 3. COUNTY <input type="checkbox"/> 4. MUNICIPAL <input type="checkbox"/> 5. PRIVATE <input type="checkbox"/> 6. UNKNOWN					
<b>I. SITE DESCRIPTION</b>					
<b>J. HOW IDENTIFIED (i.e., citizen's complaints, OSHA citations, etc.)</b>					<b>K. DATE IDENTIFIED (mo., day, &amp; yr.)</b>
<b>L. SUMMARY OF POTENTIAL OR KNOWN PROBLEM</b>					
<b>M. PREPARER INFORMATION</b>					
<b>1. NAME</b>				<b>2. TELEPHONE NUMBER</b>	<b>3. DATE (mo., day, &amp; yr.)</b>



UNITED STATES ENVIRONMENTAL PROTECTION AGENCY  
REGION V

DATE: 2 APR 1986

SUBJECT: RCRA Inspections - Olin Corporation,  
Marion, Illinois (ILD000802801 & IL8143609487) (C28121)

FROM: Ron Lillich, Environmental Scientist  
Central District Office (5SCD0)

TO: William Muno, Chief  
RCRA Enforcement Section (5HE)

THRU: Willie H. Harris, Chief WJH  
Central District Office (5SCD0)

On March 4, 1986, I conducted a RCRA compliance inspection at two Olin Corporation facilities located in Marion, Illinois. Mr. Gary Steele, of the Illinois Environmental Protection Agency (IEPA), also participated in the inspection. Ms. Jean Schneiderman, Regulatory Compliance Supervisor, was Olin Corporation representative for the inspection. The Facility was given prior notice of the inspection.

One of the Olin Facilities is operated by Olin Corporation and the land is owned by the U.S. Government. Olin Corporation leases the land from the U.S. Government, Department of Interior, Fish and Wildlife Service, and is on the Crab Orchard National Wildlife Refuge. This area is commonly referred to as the Ordill Industrial Area. Olin Corporation manufactures medium caliber ammunition, solid propellant gas generators, and other ordnance devices at this Facility.

The other Olin Facility is operated and owned by Olin Corporation. It is commonly referred to as the test range and is approximately seven miles away from the Ordill Industrial Area. The test range and the Ordill Industrial Area have separate U.S. EPA identification numbers. I conducted an inspection at the test range even though its not considered a Federal facility. The Ordill Industrial Area transports its waste explosives to the test range for treatment in its thermal treatment devices.

The original Part A of the application for the Ordill Industrial Area shows the following areas as hazardous waste management areas: D&B-Area, P-Area, FAM Area, Area 13, Area 6, and Area 7. Due to some questions raised by the Fish and Wildlife Service in 1982, about Olin Corporation's hazardous waste management activities on the Refuge, the two agreed to the following as acceptable hazardous waste management areas:

- ° Area 13 - Olin Corporation has six magazines which are used for hazardous waste container storage.



- ° I-Area, P-Area, D&B Area - These are production areas where hazardous waste is generated and accumulated for < 90 days. There is also other treatment (T04) which occurs in these areas.

The three generation and accumulation areas at the Ordill Industrial Area, are non-contiguous areas and are individual generation sites. However, the whole Ordill Industrial Area facility has only one U.S. EPA I.D. # for the storage area and the three generation sites. This is in violation of 35 Illinois Administrative Code 722.122(a) under the definition of individual generation sites in 35 Illinois Administrative Code 720.110. Not only should the four areas have separate U.S. EPA I.D. #'s, but also separate Part A Applications should have been filed because of the other treatment (T04) occurring at the three generating areas. Also, certain storage areas should be withdrawn from the Part A Application i.e. Area 6 and 7, because they won't be used. Lastly, the facility questions if the other treatment (T04) listed on the Part A Application should even be considered regulated processes. These questions should be resolved with the facility.

The situation with only having one U.S. EPA ID # for the four hazardous waste management areas, at the Ordill Industrial Area, and a separate Olin Corporation (test range) facility for thermal treatment with its own ID # can be very confusing to someone who does not understand the tracking system, especially when it comes to manifesting. For example, when the Facility transports waste from a production area into a magazine for storage, the manifest will have the same ID # for the generator and storage facility and also the transporter and receiver signature are the same. Then this same load which went into storage from the production areas, can be split into two or more loads and transported under separate manifests to the thermal treatment area. The Facility does have a very good tracking system implemented for waste movements through these different areas, but again, it can be quite confusing for someone to follow.

The other Olin Corporation facility, the test range, has interim status for thermal treatment of D001 and D003 waste explosives. The Facility uses two devices for thermal treatment, the Explosive Destructor 1 and 2. The Explosive Destructor 1 treats solid explosive hazardous waste and explosive hazardous contaminated waste, by using an elevated temperature. The process is a non-continuous (batch) thermal treatment process, requiring a complete thermal cycle to treat a discrete quantity of hazardous waste. Charcoal is used as the igniter source. A specified amount of waste is entered into the device which then burns on its own. The design allows for rapid burning of small amounts of propellants and pyrotechnics generally, which causes a rapid expansion of gases. The combustion gases are drawn through air pollution control equipment which contains a wet venturi scrubber. The Explosive Destructor 2 basically uses the same processes as the Explosive Destructor 1 but fuel oil is used as the igniter source with compressed air. One violation discovered at the thermal treatment units, was that the operator was not observing the stack plume for opacity as required by Illinois Administrative Code 725.477(b). The operator was only recording the color of the stack plume.





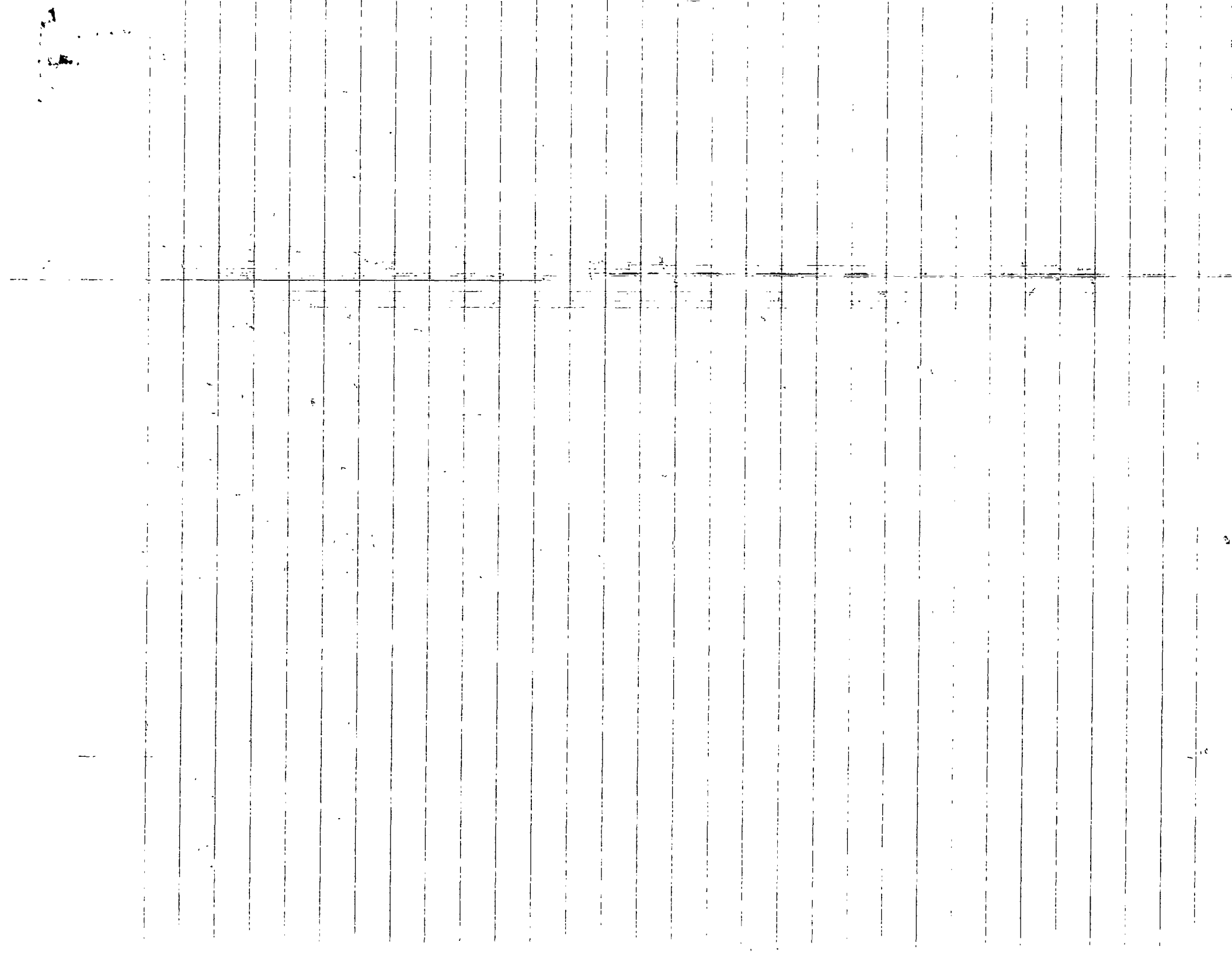
One other violation discovered, at the test range, was that the Facility was acting as a container storage facility without having interim status for container storage. Hazardous waste which had been transported from the Ordill Industrial Area's storage or generating units for thermal treatment, at the test range, were in an accumulation area at the test range. Some of these wastes had not been generated at the test range and some had been in an accumulation area for a couple of months. This is in violation of Illinois Administrative Code 703.154 and 156 for operating a container storage area without having interim status for it.

cc: Gary Steele, IEPA



Marion Illinois, Olin  
on government property. Old Hill Industrial on Crab Orchard.

transferring from Fed fac to non Fed  
fac.



SECOND AMENDMENT OF LEASE

This Second Amendment of Lease, made and entered into as of the first day of January, 1957, by and between the UNITED STATES OF AMERICA, acting by the Secretary of the Interior, through the Director, Bureau of Sport Fisheries and Wildlife, United States Fish and Wildlife Service, under and pursuant to the authority contained in Public Law 361, 80th Congress, hereinafter referred to as the "Lessee"; and ELIX MATTHEWSON CEMETICAL CORPORATION, a corporation organized and existing under the laws of the Commonwealth of Virginia and having an office and place of business at New York, New York, hereinafter referred to as the "Lessor";

WITNESSETH:

WHEREAS, by a certain Lease made and entered into as of the 1st day of January, 1956, as amended by a certain Amendment of Lease made and entered into as of the 1st day of March, 1956, between the Lessor and the Lessee, (hereinafter referred to as "the Lease, as amended"), the Lessor has leased unto the Lessee certain real estate and premises situated in the County of Williamson and State of Illinois and described in the Lease, as amended; and

WHEREAS, the Lessee desires to lease from the Lessor, and the Lessor desires to lease to the Lessee, certain additional real estate and premises situated in the County of Williamson and State of Illinois hereinafter identified, and the Lessor, by letter dated December 28, 1956, authorized Lessee to enter and occupy a portion of said real estate and certain of said premises, subject to the terms and conditions of said letter and the Lease, as amended, pending the execution of this Second Amendment of Lease; and

WHEREAS, the parties desire to provide for an additional buffer area around the additional land being leased hereby; and

WHEREAS, the parties anticipate that certain of the real estate and premises will be used for research and development; and

WHEREAS, pursuant to an order of the Secretary of the Interior dated September 3, 1956 (21 F.R. 8513) the authority of the former Director, Fish and Wildlife Service, with respect to the leased land and premises has been transferred to the Director, Bureau of Sport Fisheries and Wildlife;



NOW THEREFORE, in consideration of the foregoing and of the mutual covenants herein contained, the parties hereto do hereby mutually agree as follows:

1. The leased land, which is identified in the Lease, as amended, as Site "A" and "B" described and plotted in Appendixes B-1 and B-2, is hereby increased to include an additional 34.56 acres of land in two parcels, situated in the County of Williamson and State of Illinois, identified as Site "D", and particularly described by notes and bounds in the legal descriptions marked Appendix C-1, attached hereto and made a part hereof, and identified as Site "D" on the plat marked Appendix B-2, attached hereto and made a part hereof.

2. The buffer area, which is identified in the Lease, as amended, as that area which is shaded in green on the plat attached thereto and marked "Exhibit A", is hereby increased to include an additional buffer area around the additional land which is leased by Leasee by this Second Amendment of Lease, which additional buffer area is shaded in green in "Appendix C-2" attached hereto and made a part hereof, and such additional buffer area shall be subject to all the terms and conditions of the original Lease including those pertaining to the buffer area.

3. The figure "961.32" appearing in the third line from the bottom of Page 1 of said Lease, as amended, is hereby deleted and the figure "935.82" is hereby substituted therefor.

4. The figure "12,422.44" appearing in the last line on Page 1 of said Lease, as amended, is hereby deleted and the figure "12,491.74" is hereby substituted therefor.

5. There are hereby added to the leased buildings identified on Page 2 of the Lease, as amended, the following additional buildings:

Building No.	Area of Building	Rent: Note
P-1-1	12,302	.15 per sq. ft.
P-1-2	12,150	.15 per sq. ft.
P-1-3	750	.15 per sq. ft.
P-1-4	821	.15 per sq. ft.
P-1-5	821	.15 per sq. ft.
P-1-6	821	.15 per sq. ft.
P-1-7	1,752	.15 per sq. ft.
P-1-8	7,072	.15 per sq. ft.
P-1-9 (Boiler House)		\$1,030.00

6. The first sentence of Paragraph FOUR appearing on Page 5 of the Lease, as amended, is hereby deleted and the following new sentence is hereby substituted therefor:

Lessee shall have the right to use the leased premises for research and development and for the manufacture or production of the following products: explosives and related products and chemicals, acids, ammonium nitrates, nitrocellulose, strontium nitrates and/or other materials necessary or useful in the manufacture or production of explosives or related products.

7. Paragraph TWENTY-FIVE appearing on Page 20 of the Lease, as amended, is hereby deleted and the following new Paragraph TWENTY-FIVE is hereby substituted therefor:

TWENTY-FIVE: As used in this Lease, the term "Director" shall mean the Director, Bureau of Sport Fisheries and Wildlife, United States Fish and Wildlife Service, his duly authorized representative or the successor to his functions and duties.

8. Except as specifically amended herein, all the terms and conditions of said Lease, as amended, are hereby ratified and shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Second Amendment of Lease as of the day and year first above written.

(SEAL)

UNITED STATES OF AMERICA  
Acting by and through  
The Secretary of the Interior

Witnesses:

Edith M. Knight  
Thos. M. Bailey

By Edw. J. Burger  
Director, Bureau of Sport Fisheries  
and Wildlife, United States Fish  
and Wildlife Service

(SEAL)

Witnesses:

W. Maurice Foster  
Robert H. Cloutier

By W. H. Hamilton  
Vice President  
Actually Robert H. Cloutier  
Assistant Secretary

GLIM NORTHERN CHEMICAL CORPORATION





STATE OF ILLINOIS )  
COUNTY OF MADISON ) ss.

I, Mary E. McManus, a Notary Public in and for the State and County aforesaid, do hereby certify that Norl A. Hamilton, Vice President of \_\_\_\_\_ Corporation, and John H. Caruthers, personally known to me to be an Assistant Secretary of said corporation, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such Vice President and Assistant Secretary of said corporation, they signed and delivered the said instrument as Vice President and Assistant Secretary of said corporation and caused the corporate seal of said corporation to be affixed thereto, pursuant to authority given by the Board of Directors of said corporation, as their free and voluntary act and as the free and voluntary act of said corporation, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 21st day of June A.D., 1957.

Mary E. McManus  
Notary Public

My commission expires:

Dec. 24, 1959

District of Columbia

I, John R. Barclay, a Notary Public in and for the District of Columbia, do hereby certify that D. H. Jensen, personally known to me to be the Director, Bureau of Sport Fisheries and Wildlife, United States Fish and Wildlife Service, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that as such Director, Bureau of Sport Fisheries and Wildlife, United States Fish and Wildlife Service, he, being thereunto duly authorized, signed and delivered the said instrument as Director, Bureau of Sport Fisheries and Wildlife, United States Fish and Wildlife Service, Secretary of the Interior, and caused the seal of said United States Fish and Wildlife Service to be affixed thereto, pursuant to the power and authority contained in Public Law 361, 80th Congress, approved August 5, 1947 (61 Stat. 770), as his free and voluntary act and as the free and voluntary act of the Secretary of the Interior and the United States of America, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 29<sup>th</sup> day of July,  
A.D. 1957.

John R. Barclay  
Notary Public

My commission expires Jan. 31, 1958.



## SECOND AMENDMENT OF LEASE

OLIN-MATHIESON CHEMICAL CORPORATION - CONTRACT 14-17-008-2675

The following-described two (2) parcels of land are located in Illinois, Williamson County, Township Nine (9) South, Range One (1) East, in the SE $\frac{1}{4}$  of Section twenty-four (24) and the NW $\frac{1}{4}$  of Section twenty-five (25), approximately one and one-half miles westerly of the Refuge Headquarters.

All bearings in this description are turned from the True Meridian.

Parcel 1

BEGINNING at Corner 1, the coordinates of which in the Illinois Ordinance Area system of plane coordinates are 9679.33 ft. S. and 26616.50 ft. W., lying 116.5 feet west of the centerline of a N-S road at the point where said road curves to southwest, said Corner lying N.25°04'W., 16,058.5 feet from the  $\frac{1}{4}$  corner of Sections 6 and 5, T. 10 S., R. 2 E.; thence with 8 lines along the former location of a closed wire fence, S.45°08'W., 526.97 feet to Corner 2; N.89°52'W., 509.16 feet to Corner 3; N.44°52'W., 526.97 feet to Corner 4; N.0°08'E., 702.66 feet to Corner 5; N.45°08'E., 353.56 feet to Corner 6; S.89°52'E., 504.50 feet to Corner 7; S.44°52'E., 707.11 feet to Corner 8; S.0°08'W., 452.66 feet to the Place of BEGINNING; containing 31.39 acres, be the same more or less.

Parcel 2

BEGINNING at Corner 1, said corner being S.60°39'W., 140.1 feet from Corner 3 of Parcel 1; thence S.0°08'W., 351.0 feet to Corner 2; thence N.89°52'W., 393.0 feet to Corner 3; thence N.0°08'E., 351.0 feet to Corner 4; thence S.89°52'E., 393.0 feet to the Place of BEGINNING; containing 3.17 acres, be the same more or less.

The above-described two parcels of land contain in the aggregate 34.56 acres of land, more or less, and are delineated on a map tracing designated M-ILL. 3-828, dated January 15, 1957 and revised March 28, 1957, of record in the files of the U. S. Department of the Interior.

Approved Appendix C-1 and  
attached Appendix C-2  
on \_\_\_\_\_

(date)

OLIN-MATHIESON CHEMICAL CORP.

By \_\_\_\_\_

Vice-President

Attest: \_\_\_\_\_

Asst. Secretary

000000



# SDMS US EPA Region V

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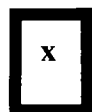
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FOUR OR FIFTEEN MILE RADIUS MAP



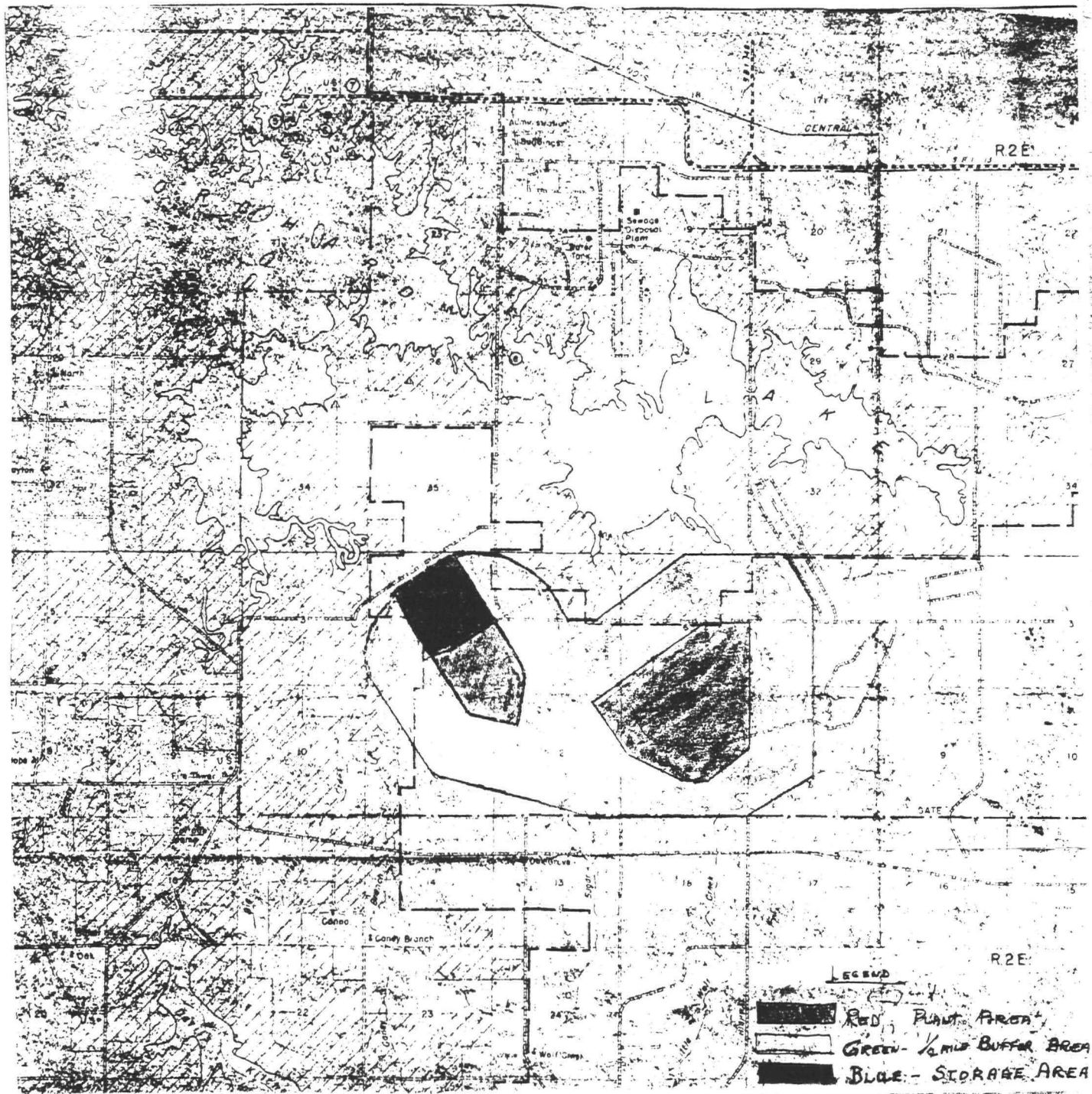
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060000



LEASE

Contract No. 14-16-0003-13733

by and between

U. S. Fish and Wildlife Service  
Bureau of Sport Fisheries and Wildlife  
and

Olin Corporation  
Energy Systems Division

000156

LEASE

THIS LEASE, made and entered into as of the 1st day of May, 1972, by and between the UNITED STATES OF AMERICA, acting by and through the Fish and Wildlife Service, Bureau of Sport Fisheries and Wildlife, of the U. S. Department of the Interior, under and pursuant to the authority contained in Public Law 361, 80th Congress (hereinafter referred to as the "Lessor") and OLIN CORPORATION, a Virginia Corporation, having an office and place of business at 120 Long Ridge Road, Stamford, Connecticut (hereinafter referred to as the "Lessee"):

WITNESSETH, that the said Lessor does by these presents lease and demise unto the said Lessee the following described premises situated in the County of Williamson, State of Illinois, to-wit:

*[Handwritten signature]*  
Buildings numbered ~~IN-1-4~~, IN-4-6, IN-5-2, IN-5-3 and IN-6-2 of the former Illinois Ordnance Plant as shown upon Exhibit "A" Plan No. 6544-101.11, dated 2-28-42, attached hereto and made a part hereof,

for use in general manufacturing, research and development, and storage subject to the reservations contained in Paragraph NINETEEN hereof and to the options of the Lessee provided for in Paragraph TWENTY-ONE hereof for a term beginning on the 1st day of May, 1972 and ending on the 30th day of April, 1982, both inclusive, on the following terms and conditions; to-wit:

ONE: Lessee shall pay to the Lessor the rental for the specified leased buildings computed and designated as follows:

<u>Building Number</u>	<u>Area of Building in Square Feet</u>	<u>Rental Rate Per Square Foot Per Annum</u>	<u>Rental Rate Per Annum</u>
<del>IN-1-4</del>	10,250	\$0.17	<del>\$1742.50</del>
IN-4-6	10,250	\$0.17	\$1742.50
IN-5-2	10,250	\$0.20	\$2050.00
IN-5-3	10,250	\$0.20	\$2050.00
IN-6-2	10,250	\$0.17	\$1742.50
Annex #1 to			
IN-5-3	1,500 (New Constr.)	\$0.05	\$ 75.00
New Construction		\$0.05	

*[Handwritten signature]*

"New Construction" as used in this lease shall mean buildings constructed by and at the expense of the Lessee. It shall not include facilities such as tanks, unloading docks, covered conveyors, or similar structures outside of buildings;

settling or water treating basins or any structure built over any such basin for protection thereof; any structure built over an outside tank for protection; or any other similar structure. Rental of newly constructed buildings shall commence on the date of commencement of use and occupancy of such buildings by Lessee.

All rental shall be paid in monthly installments, payable in advance on the first day of each and every calendar month, commencing May 1, 1972. Such payment shall be made by check or bank draft, payable to the Bureau of Sport Fisheries and Wildlife, and forwarded to the Project Manager, Crab Orchard National Wildlife Refuge, Post Office Box J, Carterville, Illinois 62918.

TWO: Lessor, by a five (5) day notice in writing, may terminate this lease in the event (a) a receiver or trustee is appointed for Lessee or its property, or Lessee makes an assignment for the benefit of creditors, or Lessee becomes insolvent, or a petition is filed by or against Lessee pursuant to any of the provisions of the United States Bankruptcy Act, as amended for the purpose of adjudicating Lessee a bankrupt, or for the reorganization of Lessee, or for the purpose of affecting a composition or rearrangement with Lessee's creditors, and any such petition filed against Lessee is not dismissed within sixty (60) days; or (b) of any violation of any of the terms, conditions or covenants of this lease and the failure of Lessee to cure such violation within ten (10) days from the giving of a written notice thereof by Lessor to Lessee. Upon expiration or termination of this lease, Lessor shall have the right to invoke any remedy permitted by law or in equity for the protection of its interests hereunder, and Lessee hereby expressly waives all rights which it may have to redeem or to be served with any further notice of Lessor's intention to cancel or terminate this lease other than as herein provided. In the event that this lease is terminated by reason of the violation by Lessee of any of its terms, conditions or covenants, Lessor shall have the right to sue for and recover all unpaid rents and damages accrued or accruing under this lease or arising out

of any violation thereof. If default be made in the payment of the above rent, or any part thereof, or in any of the covenants herein contained to be kept by the Lessee, Lessor may at any time, at its election, upon ten (10) days' written notice to Lessee, demand possession of and re-enter said premises, or any part thereof, with or without process of laws, and remove Lessee or any persons occupying the same, without releasing Lessee from its obligations to pay rent and all other sums as the same become due and payable until the expiration of the term of this lease. Provided such ten (10) days' notice shall have been given as provided in the next preceding sentence, nothing contained in this paragraph shall limit the rights of Lessor to any of the remedies that would otherwise be available to Lessor under the Landlord and Tenant Act of the State of Illinois.

THREE: Lessee has inspected and knows the condition of the leased premises and it is understood that the leased premises are hereby leased to Lessee without any obligation on the part of Lessor to make any alterations, repairs, or additions thereto except as hereunder in this agreement provided.

FOUR: Lessee may make additions, improvements or alterations to the leased buildings essential for its business, manufacturing, production, research or storage operations with the prior consent of Lessor. Lessee shall have the right to install such furniture, fixtures, machinery and equipment or removable partitions of its own upon the leased buildings as may, in its opinion, be necessary for the proper use thereof; and PROVIDED, that upon the expiration, termination or cancellation of this lease, within one hundred and twenty (120) days, or such additional time thereafter as may be allowed by Lessor, Lessee may remove any or all of such furniture, fixtures, machinery, equipment and removable partitions owned by it; it being understood that all expenses in connection with any such removal by Lessee shall be borne by Lessee and that Lessee shall, at its own expense, promptly repair any damage to the leased premises occasioned by such removal, and that Lessee shall have the right, at its election, and with the consent of the Lessor, to abandon in place any

such furniture, fixtures, machinery, equipment and removable partitions owned by it. Except as herein provided, all additions, improvements, alterations, and all replacements to the leased buildings shall become the property of Lessor and shall be subject to all the terms and conditions of this lease.

If Lessee does not remove its property from the demised premises within the one hundred and twenty (120) days, or within such additional time thereafter as may be allowed by Lessor, therefore, Lessee shall pay Lessor double rental per day, computed from the expiration of said one hundred and twenty day period or of such additional time thereafter as may be allowed by Lessor, to and including the date of Lessee's vacation, removal of Lessee's property from the demised premises, or to and including the date of completion of repairs necessitated by such removal, whichever is later; PROVIDED, however, that Lessee shall, during the said period, continue to be bound by its covenants and agreements (except as to rental provided in Paragraph ONE hereof) as herein contained with respect to the demised premises, and to Lessor, notwithstanding the expiration, termination or cancellation of the terms of this lease. In the event Lessee shall hold over after the expiration of the term above demised for a sufficient period of time to create a renewal of this lease by operation of law, then any renewal or future right of possession not evidenced by an instrument in writing, executed and delivered by Lessor, shall be a tenancy from calendar month to calendar month and for no longer term.

FIVE: Lessee shall use reasonable care in the occupation, use and operation of the leased premises and shall at all times, during the term of this lease, keep and maintain the same in good state of repair; Lessee shall, at his own expense, make all repairs and perform all maintenance necessary to keep the premises at all times in as good condition as at the beginning of the term of this lease; and upon the expiration or termination of this lease, except as provided in Paragraph FOUR hereof, Lessee shall forthwith yield and place Lessor in peaceful possession of the leased premises free and clear of any liens, claims, or encumbrances and in as good condition as the premises

existed at the commencement of this lease, ordinary wear and tear excepted.

SIX: Lessee agrees to procure and maintain in accordance with its corporate practice general liability insurance and property insurance covering risks of fire and allied perils. Lessee will advise Lessor of its corporate insurance program as applied to the leased premises.

Lessee and Lessor hereby agree that the replacement value of the buildings covered by this lease is Forty Thousand Dollars (\$40,000) per building; replacement value subject to renegotiation every five (5) years. In the event that any of these buildings are damaged or destroyed during the term of this lease, Lessee agrees to repair or replace the structure with a building worth at least Thirty-two Thousand Dollars (\$32,000).

SEVEN: Lessee shall be entitled to use such railroad facilities as are available on the leased area at no additional charge except that Lessee shall pay for switching, such switching charges as are established by Lessor or its assigns.

Within the Project area, Lessee shall have the right to use, at no additional charge, all existing roads and highways as required in the use and occupation of the leased premises, Lessee will obey load limits and other rules established by Lessor.

EIGHT: If Lessee shall fail or neglect to remove its property or restore the leased premises within the time above provided, then Lessor may cause such property to be removed and the leased premises to be so restored, and the cost of such removal and restoration shall be paid by Lessee to Lessor on demand, and no claims for damages against Lessor or its officers, agents, contractors, or employees shall be created or made on account of such removal and restoration.

The Lessee shall furnish and keep in force a performance bond with a surety company acceptable to the Secretary of the Treasury conditioned upon the faithful performance of this paragraph in the amount of Two Thousand Dollars (\$2,000). Performance bond will be delivered to the Lessor within 30 days after

the effective date of this lease.

NINE: Lessor or its designated representative shall have the right to inspect the leased premises at all reasonable times during the term of this lease, provided that safety and operating rules and regulations of Lessee are observed.

TEN: (a) Lessor is now providing and maintaining police and fire protection service and railroad switching service for certain areas of the Crab Orchard Refuge, including the area in which the leased premises are located. However, it is understood and agreed between the parties hereto that Lessor at its option and upon not less than thirty (30) days' notice in writing to Lessee, may discontinue or suspend such services, in any or all of the Crab Orchard Refuge including the area in which the leased premises are located; and that the discontinuance or suspension of any or all of such services shall not constitute a reason or basis for adjustment or change in the amount of rental to be paid by Lessee as provided for herein, or for adjustment or change in any of the other terms hereof.

(b) Lessor has the facilities for furnishing one or more of the following services to-wit: (1) water and (2) sewage disposal to certain buildings and areas in the Crab Orchard Refuge. Lessor's ability to furnish such services is dependent upon and limited to the present existing facilities for the production, processing and distribution of such services, and it is understood and agreed by the parties hereto that Lessor will not enlarge or extend such facilities to permit a different production, processing and distribution than is possible as the facilities now exist, but that Lessee with the prior written approval of Lessor, and at Lessee's expense, may enlarge, extend or alter such facilities to permit different or additional services. Within the limits of its authority and funds available, therefore, Lessor agrees to furnish any one or more of such services, if requested by Lessee to do so, to the leased premises if the present facilities are sufficient to furnish the service requested. In the event Lessor does furnish any of the above named services to the leased premises, Lessee hereby agrees to pay Lessor for such services, for the period furnished,



on the basis of rates and charges fixed, therefore, by Lessor. It is agreed between the parties hereto, however, that in the event Lessor shall sell, lease, or otherwise dispose of the facilities for the production, processing, distribution or otherwise furnishing of water and sewage disposal services, or any of them, Lessor shall require the purchaser or grantee of the facility transferred to agree to furnish, or continue furnishing, service if requested by Lessee to do so, and thereupon Lessor's liability in relation to the furnishing of such services shall cease, and Lessor shall in no wise be liable thereafter for the furnishing of such services.

(c) Lessee further agrees to pay Lessor for any other service rendered to Lessee including rehabilitation, alteration, or repair of the leased premises, as may be agreed upon between the parties hereto.

(d) To the extent that Lessor has not already leased transmission lines and substations to the Central Illinois Public Service Company, Lessee shall have the right to use any existing transmission lines, substations and transformers on the leased area without any additional charge therefor.

If Lessee shall require any additional utility services and such services would necessitate easements or rights of way over the land of Lessor not leased to Lessee herein, Lessor shall grant to Lessee, or to such utilities furnishing service to Lessee, such rights of way or easements over land in the Crab Orchard Wildlife Area belonging to Lessor but not leased to Lessee. Such easements or rights of way shall be at locations approved by Lessor and accepted by Lessee, and subject to such reasonable conditions as may be required by Lessor.

(e) If the term of this contract extends beyond the current Government fiscal year, the Lessor's liability for furnishing services and facilities herein provided for is contingent upon the availability of appropriations for expenditures beyond such fiscal year.

ELEVEN: In the occupation, use and operation of the leased premises or any part thereof, Lessee agrees to comply with all applicable State, municipal

and local laws and rules, regulations and requirements of any departments and Bureaus and all local ordinances and regulations, including rules, regulations and requirements issued by Lessor, its officers and employees pertaining to the protection, safety and maintenance of the Crab Orchard Refuge, of which the leased premises constitute a portion, and Lessee further agrees to indemnify and hold Lessor harmless from any liability or penalty which may be imposed by local or State authority or any department or Bureau thereof by reason of any assorted violation by Lessee of such laws, rules, orders, ordinances or regulations.

Lessee agrees to abide by all applicable present and future State and Federal regulations pertaining to environmental pollution. Any violation of pollution regulations not corrected within sixty (60) days after written notice is received shall constitute grounds for the Lessor to terminate this lease agreement. In the event the Lessor determines the pollution to be of serious nature endangering plant, animal, or human populations, the Lessee will be required to stop operations immediately. Operations may resume upon satisfactory solution to the pollution problem.

PROVIDED, however, that nothing herein contained shall prohibit Lessee from contesting in good faith any charge of non compliance with or the validity of such laws, rules, orders, ordinances or regulations. (Lessee shall have the right to invoke any remedy permitted by law or in equity for protection of its interests.)

TWELVE: Lessee agrees to be bound by the equal opportunity clause of Executive Order 11246.

THIRTEEN: Except with the prior written consent of Lessor, Lessee shall not sublet any part of the premises or assign this lease or any of its rights hereunder or transfer, assign, mortgage or otherwise encumber any of the leased premises provided, however, that this paragraph shall not prohibit Lessee for its own account or under such other arrangements as it may deem desirable without any expense to Lessor, from dispensing and selling food, soft drinks, tobacco products, confectionary and similar articles to employees of Lessee on

the premises; and PROVIDED FURTHER, that Lessee shall have the right, after notification of Lessor in writing, to assign this lease to an affiliated or subsidiary company of Lessee, or to assign this lease to a successor company of the Lessee as may result from a merger or consolidation with another corporation or corporations.

FOURTEEN: Lessee warrants that it has not employed any person to solicit or secure this lease upon any agreement for a commission, percentage, brokerage or contingent fee.

FIFTEEN: The failure of Lessor to insist in any one or more instances upon performance of any of the terms, covenants or conditions of this lease shall not be construed as a waiver or relinquishment of the future performance of any such term, covenant, or condition, but Lessee's obligation with respect to such future performance shall continue in full force and effect.

SIXTEEN: Subject to the provisions of Paragraph THIRTEEN hereof, this lease shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto.

SEVENTEEN: No member of or delegate to Congress or resident commissioner shall be admitted to any share or part of this lease or to any benefit that may arise therefrom, but this provision shall not be construed to apply to this lease if made with a corporation for its general benefit.

EIGHTEEN: Any notice or advice to or demand upon the Lessee shall be in writing and shall be deemed to have been given or made on the day when it is sent by registered mail to the Lessee, addressed to Olin Corporation, Energy Systems Division, East Alton, Illinois 62024, or at such other address as Lessee may hereafter from time-to-time specify in writing for such purpose. Any notice or advice to or demand upon the Lessor shall be in writing and shall be deemed to have been given or made when it is sent by registered mail to Lessor addressed to Project Manager, United States Fish and Wildlife Service, Crab Orchard National Wildlife Refuge, Post Office Box J, Carterville, Illinois 62918, or at such other address as Lessor may hereafter from time-to-time specify in writing for such purposes.

NINETEEN: It is agreed between the parties hereto that water, gas, and electric lines and other utility or service installations or equipment, which are a part of a general distribution system and which enter upon or cross the leased premises, either under, on or above surface, are specifically exempted from and not included as a part of the leased premises. Lessee agrees that Lessor or its representatives, may at any time enter upon the leased premises for the purpose of performing repairs, maintenance, or replacement work on said utility installations, equipment and systems, provided that safety and operating rules and regulations of Lessee are observed.

TWENTY: It is further agreed that the Lessee shall be granted, subject to any special restrictions imposed on the Lessor by current or future Federal legislation, the right of first refusal to renew this lease at expiration of the term provided herein and/or the right of first refusal to purchase the property, and/or buildings described herein and leased hereby, should it be determined the said property is to be disposed of by sale.

TWENTY-ONE: Lessor hereby grants to Lessee the option to renew the term of this lease on the terms and conditions herein provided; the option to be to renew the lease for an additional period of ten (10) years, and such option to be exercisable by written notice to the Lessor given no later than one (1) year prior to the expiration of the extended term, as the case may be.

At the end of any year hereafter (including the ten (10) year extension thereof), Lessee shall have the option to terminate the lease, provided Lessee gives to Lessor one (1) year's written notice of such termination. After the effective date of such termination, Lessee shall have no further liability for the payment of rent except as provided in Paragraph FOUR hereof.

TWENTY-TWO: It is understood and agreed by and between the parties hereto that the within instrument constitutes the full and complete record of this transaction and that no statements, representations, commitments, or agreements, whether oral or written, unless incorporated herein, or added hereto by properly executed amendment, shall be of any force and effect nor shall in any wise operate to vary the terms hereof.

IN WITNESS WHEREOF, the parties hereto have executed this  
lease as of the day and year first above written.

UNITED STATES OF AMERICA  
Acting by and through  
The Secretary of the Interior

By James S. Roberts  
Regional Director  
Bureau of Sport Fisheries &  
Wildlife - U. S. Fish and  
Wildlife Service

OLIN CORPORATION

By Robert M. Mann  
Vice President & General Manager  
Energy Systems Division

ATTEST:

Thomas B. Atkins  
Assistant Secretary

STATE OF \_\_\_\_\_ )  
 ) SS  
COUNTY OF \_\_\_\_\_ )

- I, \_\_\_\_\_, a Notary Public in and for the State and County aforesaid, do hereby certify that Director, Bureau of Sport Fisheries and Wildlife, United States Fish and Wildlife Service, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that as such Regional Director, Bureau of Sport Fisheries and Wildlife, United States Fish and Wildlife Service, he, being thereunto duly authorized, signed and delivered the said instrument as Regional Director, Bureau of Sport Fisheries and Wildlife, United States Fish and Wildlife Service, for and on behalf of the United States of America, acting by and through the Secretary of the Interior, and caused the seal of said Fish and Wildlife Service to be affixed thereto, pursuant to the powers and authority contained in Public Law 361, 80th Congress, approved August 5, 1947 (61 Stat. 770), as his free and voluntary act and as the free and voluntary act of the Secretary of the Interior and the United States of America, for the uses and purposes therein set forth.

Given under my hand and notarial seal this \_\_\_\_\_ day of \_\_\_\_\_,  
A. D., 19\_\_\_\_.

\_\_\_\_\_  
Notary Public

My Commission Expires:

\_\_\_\_\_  
STATE OF ILLINOIS )  
 ) SS  
COUNTY OF MADISON )

I, Marshall D. Berg, a Notary Public, in and for the State of Illinois, County of Madison, do hereby certify that Keith B. Zimmermann, personally known to me to be the Vice President and General Manager, Energy Systems Division of Olin Corporation, and Thomas B. Martin, personally known to me to be the Assistant Secretary of said corporation, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such Vice President and General Manager, Energy Systems Division and Assistant Secretary, they signed and delivered the said instrument as Vice President and General Manager, Energy Systems Division and Assistant Secretary of said corporation and caused the corporate seal of said corporation to be affixed thereto, pursuant to authority given by the Board of Directors of said corporation, as their free and voluntary act and as the free and voluntary act of said corporation, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 14 day of July,  
A. D., 1972.

Marshall D. Berg  
Notary Public

My Commission Expires:

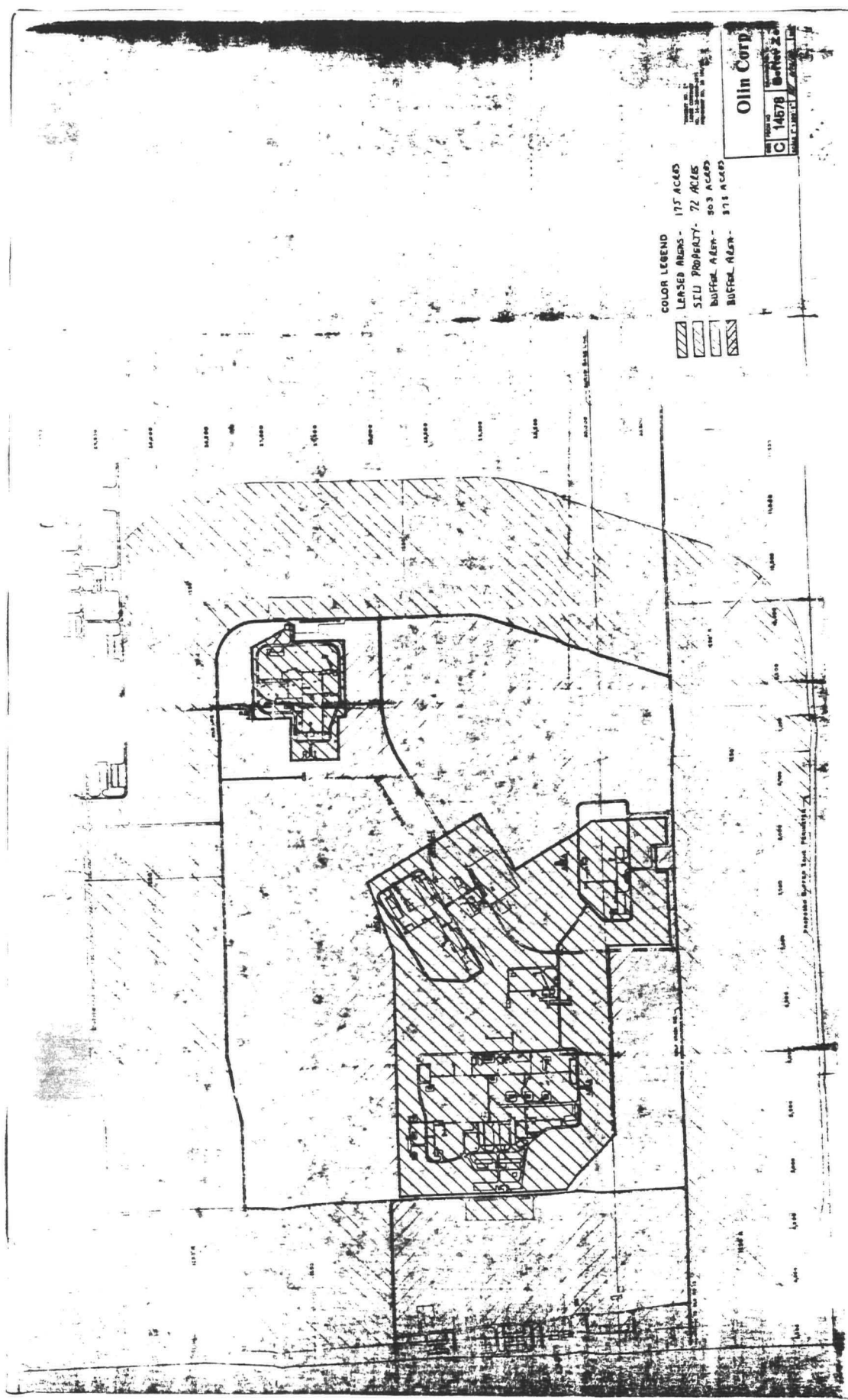
October 1, 1973



THIS DRAWING SUPERSEDES DRAWING NO. 10111 DATED 10-17-41

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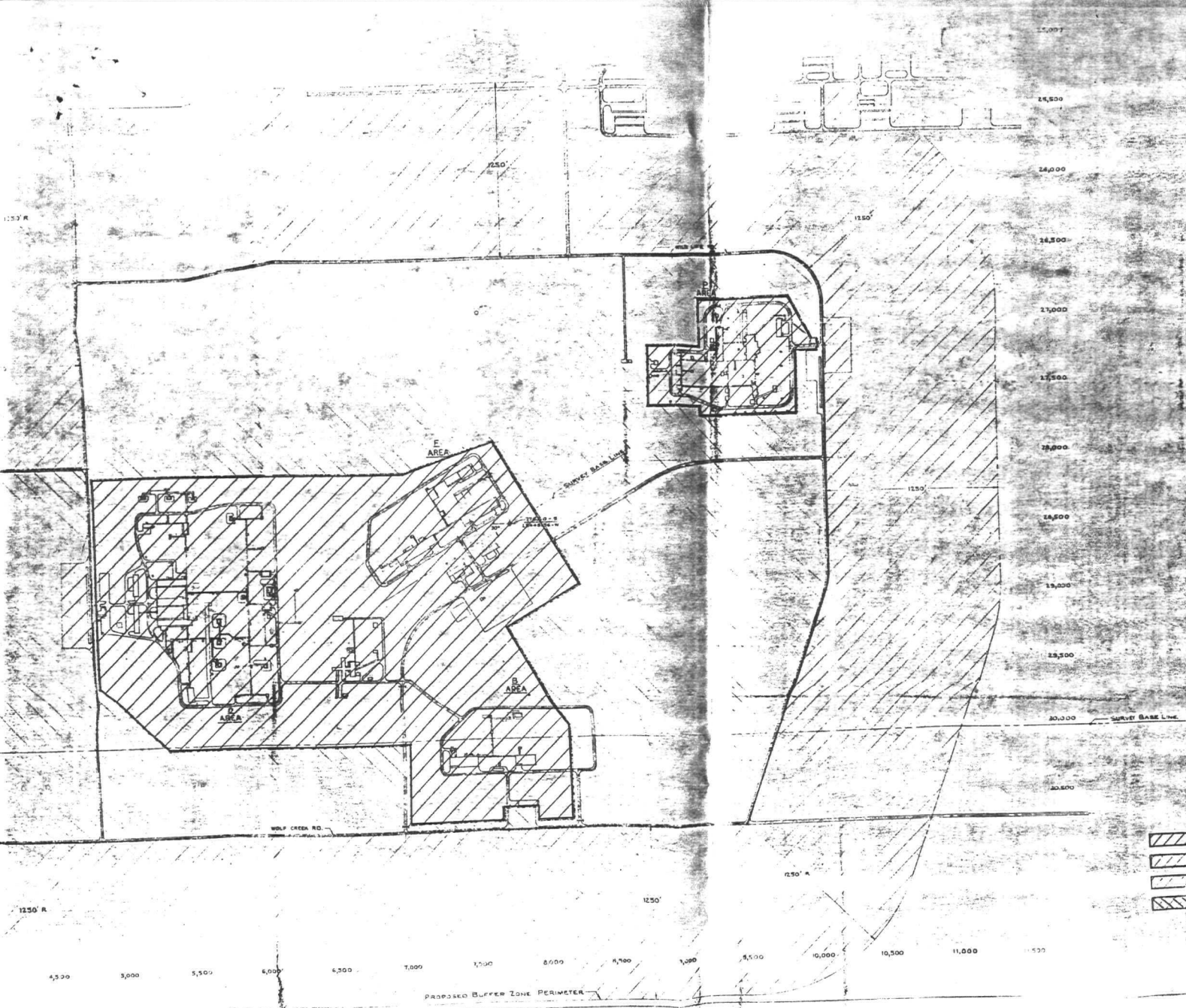
SCALE 1" = 100'		ILLINOIS ORDNANCE PLANT CORPS OF ENGINEERS U.S.A. CONSTRUCTION DIVISION OFFICE OF THE AREA ENGINEER	
NO. DATE BY		LOCATION LAYOUT INERT STORAGE AREA - IN	
REVISIONS		DESIGNED BY: CHARLES W. COLE & SONS DRAWN BY: [Signature]	
APPROVED BY: [Signature]	CHECKED BY: [Signature]	DATE: 8-20-48	POSTED: 8-20-48







- COLOR LEGEND
- LEASED MEADS - 175 ACRES
  - SITU PROPERTY - 72 ACRES
  - BUFFAL ALLEN - 803 ACRES
  - BUFFAL ALLEN - 871 ACRES

Olin Corp.  
C 14578  
DATE 1/1/77





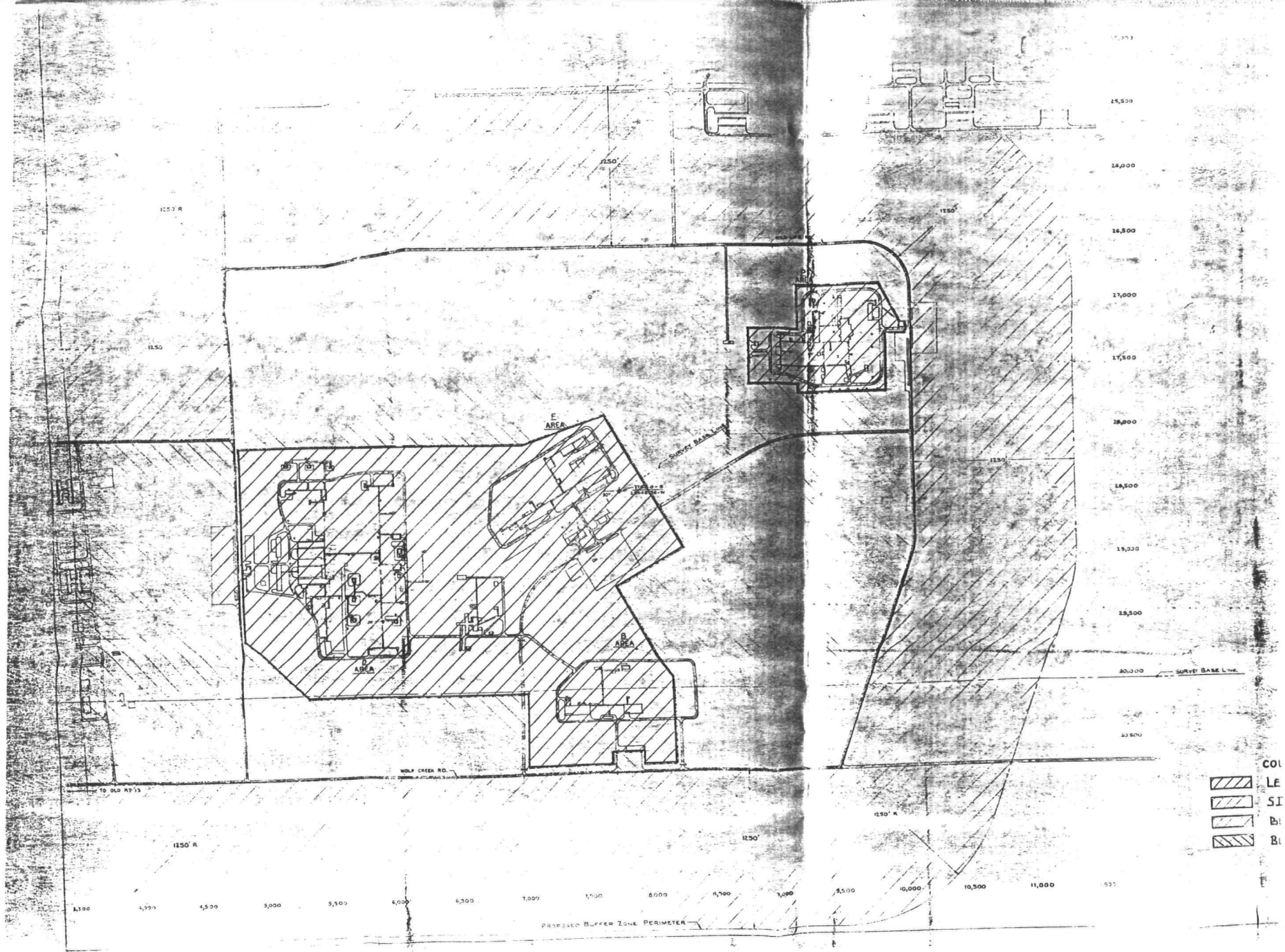
**COLOR LEGEND**

	LEASED AREAS -	175 ACRES
	SIU PROPERTY -	72 ACRES
	BUFFER AREA -	503 ACRES
	BUFFER AREA -	375 ACRES

DESIGN NO. 14-19-0008-2675  
 REVISION NO. 1A (09/08)

**Olin Corp**

SIZE	FSM NO.	DRAWING NO.
C	14578	Buffer Z
SCALE 1" = 300'-0"		
DATE 6/13/08		



# SDMS US EPA Region V

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FOUR OR FIFTEEN MILE RADIUS MAP

Document is available at the EPA Region 5 Records Center.

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AMENDMENT NO. 15 to LEASE CONTRACT NO. 14-19-0008-2675

OLIN CORPORATION

LEASE CONTRACT #14-19-0008-2675 between Olin Corporation  
and the United States of America is hereby amended as follows:

DELETE: Building P-1-14 - Primer Line (Area 2)

ALL OTHER provisions and conditions of the original lease  
shall remain in full force and effect.

UNITED STATES OF AMERICA  
Acting by and through  
The Secretary of the Interior

By Charles A. Hughlett  
Acting Regional Director

EFFECTIVE DATE: January 1, 1976

OLIN CORPORATION

By [Signature]

AMENDMENT NO. 16 TO LEASE CONTRACT NO. 14-19-0008-2675

OLIN CORPORATION

LEASE CONTRACT #14-19-0008-2675 between Olin Corporation  
and the United States of America is hereby amended as follows:

<u>ADD the following buildings:</u>	<u>Sq.Ft.</u>
B-2-13 - Mix House - 20' x 30' =	600
B-2-14 - Boiler House - 15' x 30' =	450
D-1-17 - Boiler House - 36' x 40' =	1440
D-1-35 - Office & Cafeteria - 50' x 60' =	3000
D-1-42 - Storage Building - 12' x 12' =	144
D-1-49 - Igniter Storage Bldg. - 14' x 16' =	224
Total =	5858
New Construction Rate -	\$0.02
Annual Rent Increase -	\$117.16

Effective Date: December 1, 1978.

ALL OTHER provisions and conditions of the original lease  
and amendments shall remain in full force and effect.

UNITED STATES OF AMERICA  
Acting by and through  
The Secretary of the

By M. J. Anderson  
Chief, Contracting & General Services  
(Contracting Officer)

OLIN CORPORATION

Date: \_\_\_\_\_

By [Signature]

SEAL

Attest:

000152

AMENDMENT NO. 17 TO LEASE CONTRACT NO. 14-19-0008-2675

OLIN CORPORATION

LEASE CONTRACT #14-19-0008-2675 between Olin Corporation  
and the United States of America is hereby amended as follows:

Change expiration date from December 31, 1980, to  
December 31, 2005 (First Renewal Option Period).

ALL OTHER provisions and conditions of the original lease  
and amendments thereto shall remain in full force and effect.

United States of America  
Acting by and through  
The Secretary of the Interior

JAN 12 1981

DATE \_\_\_\_\_

By Harvey K. Nelson  
Regional Director

OLIN CORPORATION

By J. R. Redden

000153



AMENDMENT NO. 18 TO LEASE CONTRACT NO. 14-19-0008-2675

OLIN CORPORATION

LEASE CONTRACT NO. 14-19-0008-2675 between Olin Corporation and the United States of America is hereby amended as follows:

"Buffer Zone" Acreage: INCREASE "Buffer Zone" Acreage by an additional 878 Acres as delineated in "Green" and "Blue" on attached Lessee Drawing FSCM No. 14578 dated June 13, 1988 marked "(Exhibit #1)" to this Amendment.

"Buffer Zone" Acreage Rental Assessment: ADJUST Annual Acreage Rental Assessment by addition of 878 Acres @2.00 per Acre or an Increase of \$1,756.00 in Annual Acreage Rental Assessment.

"SPECIAL" TERMS AND CONDITIONS:

- The Acreage, approximately 503 Acres, delineated in "Blue" on (Exhibit #1) to this Amendment is being designated "Buffer Zone" Acreage. The Lessor will not permit any future new construction and/or industrial development in this "Buffer Zone" Acreage area.

- The Acreage, approximately 375 Acres, delineated in "Green" on (Exhibit #1) to this Amendment is also being designated "Buffer Zone" Acreage. This "Buffer Zone" acreage may be utilized by Lessee for future new construction but the terms and conditions of Lease Contract No. 14-19-0008-2675 pertaining to new construction will not apply in this "Buffer Zone" acreage. Should Lessee elect to perform new construction in this "Buffer Zone" acreage, the terms and conditions of Building Lease Contract No. 14-165-0003-81-526 will apply to the new construction/acreage rental assessments.

ALL OTHER provisions and conditions of the original lease contract, except as amended, shall remain in full force and effect.

United States of America  
Acting by and through  
The Secretary of the Interior

By Max May 9/27/88  
Acting Regional Director

Effective Date:  
August 1, 1988

Olin Corporation

By Debra D. Hensley

000154

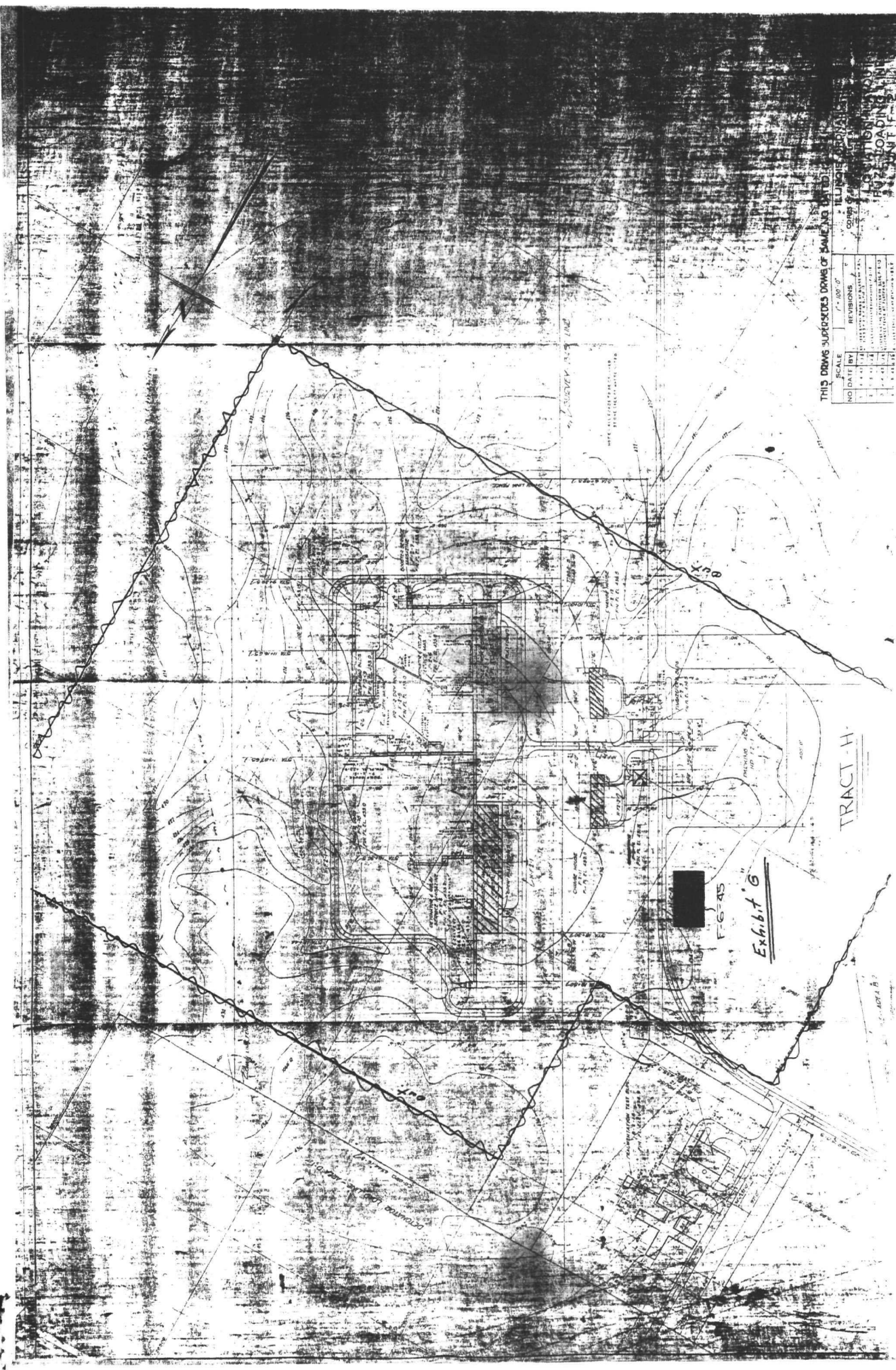
THIS DRAWING SUPERSEDES DRAWING OF SAME NO. 14-100-1

SCALE		1" = 100' 0"
NO. DATE BY		REVISIONS
1	4-2-51	1. INITIAL DESIGN
2	4-2-51	2. REVISED DESIGN
3	4-2-51	3. REVISED DESIGN
4	4-2-51	4. REVISED DESIGN
5	4-2-51	5. REVISED DESIGN
6	4-2-51	6. REVISED DESIGN
7	4-2-51	7. REVISED DESIGN
8	4-2-51	8. REVISED DESIGN
9	4-2-51	9. REVISED DESIGN
10	4-2-51	10. REVISED DESIGN

TRACT H

Exhibit G

F-6-45







# SDMS US EPA Region V

## *Imagery Insert Form*

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ARCHITECTS AND ENGINEERS	
DRAWN C.C.Y.	CHECKED L.J.R.
PREPARED C.C.Y.	EXAMINED A.N.F.
STATIONER W. COLE & SON BY <i>Chas. W. Cole</i>	

THIRD AMENDMENT OF LEASE

This Third Amendment of Lease, made and entered into as of the first day of July, 1957, by and between the UNITED STATES OF AMERICA, acting by the Secretary of the Interior, through the Director, Bureau of Sport Fisheries and Wildlife, United States Fish and Wildlife Service, under and pursuant to the authority contained in Public Law 361, 80th Congress, hereinafter referred to as the "Lessor"; and OLEN MATHIESON CHEMICAL CORPORATION, a corporation organized and existing under the laws of the Commonwealth of Virginia and having an office and place of business at New York, New York, hereinafter referred to as the "Lessee"

WITNESSETH:

WHEREAS, by a certain Lease made and entered into as of the 1st day of January, 1956, as amended by certain Amendments to Lease made and entered into as of the 1st day of March, 1956, and the 1st day of January, 1957, between the Lessor and the Lessee, (hereinafter referred to as "the Lease, as amended"), the Lessor has leased unto the Lessee certain real estate and premises situated in the County of Williamson and State of Illinois and described in the Lease, as amended; and

WHEREAS, said Lease did stipulate under Section Four, Paragraph Four, Pages 7 and 8, the disposition to be made of such buildings and facilities as located in the Lessor's designated Area 12, ".....and PROVIDED FURTHER, that the razing and removal operations herein provided for shall be completed within two (2) years from the date of execution of this Lease Agreement" and

WHEREAS, contract operations, and unforeseen plant construction delays have precluded the possibility of the Lessee of disposing of the Area 12 facilities by January 1, 1958;



NOW THEREFORE, in consideration of the foregoing and of the mutual covenants herein contained, and in further consideration of the sum of \$25.00 in hand paid, receipt of which is hereby acknowledged by the Lessor, the parties hereto do hereby mutually agree as follows:

1. The Lessor grants to the Lessee an extension of dates till January 1, 1959 to decontaminate as necessary, raise and remove from the area all such buildings and related personal property in such manner as is stipulated in the Lease Agreement;
2. Except as specifically amended herein, all the terms and conditions of said Lease, as amended, are hereby ratified and shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Third Amendment of Lease as of the day and year first above written.

WITNESSES:

Edith M. Knight  
Evelyn R. Sagitt

UNITED STATES OF AMERICA  
Acting by and through  
The Secretary of the Interior

By [Signature]  
Director, Bureau of Sport Fisheries  
and Wildlife, United States Fish and  
Wildlife Service

OLIN MATTHEWSON CHEMICAL CORPORATION

(SEAL)

WITNESSES:

Maynard H. [Signature]  
Velma Hartwick

By [Signature]  
Vice President

Attest: [Signature]  
Assistant Secretary

000000

DISTRICT OF COLUMBIA: ss.

I, John R. Gardner, a Notary Public in and for the District of Columbia, do hereby certify that D. H. J. Jones, personally known to me to be Director, Bureau of Sport Fisheries and Wildlife, United States Fish and Wildlife Service, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that as such Director, Bureau of Sport Fisheries and Wildlife, United States Fish and Wildlife Service, he, being thereunto duly authorized, signed and delivered the said instrument as Director, Bureau of Sport Fisheries and Wildlife, United States Fish and Wildlife Service, for and on behalf of the United States of America, acting by and through the Secretary of the Interior, and caused the seal of said Fish and Wildlife Service to be affixed thereto, pursuant to the powers and authority contained in Public Law 361, 80th Congress, approved August 5, 1947 (61 Stat. 770), as his free and voluntary act and as the free and voluntary act of the Secretary of the Interior and the United States of America, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 14<sup>th</sup> day of ~~July~~, A.D. 1957.

August

John R. Gardner  
Notary Public

My commission expires:

January 31, 1958

STATE OF ILLINOIS)  
COUNTY OF MADISON) ss.

I, Henry E. McMahon, a Notary Public in and for the State of Illinois, County of Madison, do hereby certify that Norl Hamilton, personally known to me to be the Vice President of Olin Mathieson Chemical Corporation, and Russell R. Casteel, personally known to me to be the Assistant Secretary of said corporation, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such Vice President and Assistant Secretary, they signed and delivered the said instrument as Vice President and Assistant Secretary of said corporation and caused the corporate seal of said corporation to be affixed thereto, pursuant to authority given by the Board of Directors of said corporation, as their free and voluntary act and as the free and voluntary act of said corporation, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 30<sup>th</sup> day of July, A.D. 1957.

Henry E. McMahon  
Notary Public

My commission expires:

December 24, 1959

DUPLICATE ORIGINAL

Contract No. 14-19-063-275

DUPLICATE ORIGINAL

Contract No. 14-19-063-275

FOURTH AMENDMENT  
AND  
CODIFICATION OF LEASE.

This Fourth Amendment and Codification of Lease, made and entered into the 16th day of September, 1958, by and between the UNITED STATES OF AMERICA, acting by the Secretary of the Interior, through the Director, Bureau of Sport Fisheries and Wildlife, United States Fish and Wildlife Service, under and pursuant to the authority contained in Public Law 361, 80th Congress, hereinafter referred to as the "Lessor," and OLIN MATHIESON CHEMICAL CORPORATION, a corporation organized and existing under the laws of the Commonwealth of Virginia and having an office and place of business at New York, New York, hereinafter referred to as the "Lessee";

WITNESSETH:

WHEREAS, by a certain Lease made and entered into as of the first day of January, 1956, as amended by a certain Amendment of Lease made and entered into as of the first day of March, 1956, a certain Second Amendment of Lease made and entered into as of the first day of January, 1957, and a certain Third Amendment of Lease made and entered into as of the first day of July, 1957, by and between the Lessor and the Lessee (hereinafter referred to as "the Lease, as amended"), the Lessor has leased unto the Lessee certain real estate situated in the County of Williamson, State of Illinois, and described in the Lease as amended; and

WHEREAS, the Lessor and the Lessee desire further to amend said Lease, as amended (a) to correct certain inaccuracies in the specified areas of certain buildings covered by said Lease, as amended, (b) to facilitate ease of administration of said Lease, as amended, and (c) to lease an additional building; and

WHEREAS, the Lessor and the Lessee desire to codify all of the provisions of said Lease, as amended, in one document; and

WHEREAS, (a) pursuant to an order of the Secretary of the Interior, dated November 3, 1956 (21 F.R. 8513), the authority of the former Director, Fish and Wildlife Service, with respect to the leased lands and premises was transferred to the Director, Bureau of Sport Fisheries and Wildlife; (b) pursuant to Order 2821 of the Secretary of the Interior, dated July 11, 1957 (22 F.R. 5778), such authority was transferred to the Commissioner of Fish and Wildlife; and (c) pursuant to Commissioner's Order 4, dated October 8, 1957 (22 F. R. 8126), such authority was delegated to the Director, Bureau of Sport Fisheries and Wildlife;

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NOW, THEREFORE, in consideration of the foregoing and of the mutual covenants herein contained, the parties hereto do hereby mutually agree that the body of said Lease, as amended, is amended to read as follows:

The Lessor does, by these presents, lease and demise unto Lessee the following described real estate and premises situated in the County of Williamson, State of Illinois, to-wit:

TRACT A

Six hundred and fifty and forty-eight hundredths (650.48) acres of land, shaded in red and designated as Site A on the plat attached hereto and made a part hereof and marked Exhibit A, and more particularly described by metes and bounds as Tract A in Exhibit B, attached hereto and made part hereof;

TRACT B

Three hundred and ten and eighty-four hundredths (310.84) acres of land, shaded in red and designated as Site B on the plat attached hereto and made a part hereof and marked Exhibit A, and more particularly described by metes and bounds as Tract B in Exhibit B, attached hereto and made a part hereof; and

TRACT D

Thirty-four and fifty-six hundredths (34.56) acres of land, consisting of two parcels designated as Parcels 1 and 2, shaded in red and designated as Site D on the plat attached hereto and made a part hereof and marked Exhibit A, and more particularly described by metes and bounds as Tract D in Exhibit B, attached hereto and made a part hereof;

E

Station Ordill and Yard Office Building, Y-1-1, shaded in red on the plat attached hereto and made a part hereof and marked Exhibit C. The southeast corner of Building Y-1-1 is at the junction of N-S coordinate 19,000 and E-W coordinate 5444.335 as shown on Exhibit C. Lessee shall, for the amount of rent specified below for such building, have the right to use the parking area adjacent to the leased building and all access roads and utility lead-ins;

together with all tenements and appurtenances thereon or thereunto belonging and together with any and all additions, improvements, betterments or replacements to said land and the leased buildings situated thereon, made during the term of this lease, for use as business property and for research and development and manufacturing purposes as set out in Paragraph FOUR hereof; subject, however, to the reservations contained in Paragraph TWENTY-ONE hereof and to the options of the Lessee provided for in Paragraph TWENTY-TWO hereof, for a term beginning on the 1st day of January, 1956, and ending on the 31st day of December, 1980, both inclusive, on the following terms and conditions, to-wit:



ONE: Lessee shall pay to Lessor the following rent:

<u>Leased Facility</u>	<u>Rental Rate Per Annum</u>
Tract A, 650.48 acres	\$1,300.96
Tract B, 310.84 acres	621.68
Tract D, 34.56 acres	69.12
Services for which no specific charge is made	500.00
Boiler House on Tract A (Bldg. No. II-1-23)	1,020.00
Boiler House on Tract D (Bldg. No. P-1-14)	1,020.00
Existing Buildings, as of January 1, 1956, on Tracts A and D	.15 per sq. ft.
E. Station Ordill and Yard Office (Bldg. No. Y-1-1) and the land covered by such building	627.75
Existing Igloos, as of January 1, 1956, on Tract B	.10 per sq. ft.
New Construction	.02 per sq. ft.

The rental on the respective buildings shall be paid only for the periods of use and occupancy as hereinafter specified.

On or before the twentieth day of the month following the end of each calendar quarter, beginning with the quarter ending December 31, 1957, the Lessee will furnish to the Lessor a schedule showing (1) all buildings used and occupied by the Lessee during the preceding quarter, (2) if the use and occupancy of any such building commenced during such preceding quarter, the date on which such use and occupancy commenced, (3) if the use and occupancy of any such building ended during such preceding quarter, the date on which such use and occupancy ended, and (4) with respect to each such building, the number of square feet used and occupied by the Lessee during the preceding quarter or the specified part thereof. Such schedule shall show any adjustments in the advance rentals paid monthly, as hereinafter specified, necessitated by changes in use and occupancy during the preceding quarter. If any additional rental is due to the Lessor for the preceding quarter, it will be added to the next monthly payment of advance

rental. Any overpayment of rental by the Lessee for the preceding quarter shall be deducted from the next monthly payment of advance rental. If in any quarter there is no change in the buildings and the number of square feet used and occupied, the Lessee shall, on or before the twentieth day of the first month following the end of such quarter, so notify the Lessor, and the Lessee shall not be required to submit a schedule for such preceding quarter.

"New construction" as used in this lease shall mean buildings constructed by Lessee and buildings in Area 12 remodeled by Lessee. It shall not include facilities such as tanks, unloading docks, covered conveyors, ramps, walkways or similar structures outside of buildings; settling or water-treating basins or any structure built over any such basin for protection thereof; any structure built over an outside tank for protection; or any other similar structure.

If only a part of a building is used, the rental will be based only on the part of the building which is used. Rent on the buildings, including new construction, shall begin on the first of the month following commencement of use and occupancy of such buildings by Lessee.

With respect to any building, or part thereof, used by Lessee for manufacturing, production or research, "use and occupancy" shall commence when Lessee shall have completed the cleaning, remodeling and installation of equipment in the building, or part thereof, and shall start operations, and shall cease and terminate at the end of the month in which such operations are shut down or discontinued. With respect to any building, or part thereof, which is used by Lessee for any purposes other than manufacturing, production or research, "use and occupancy" shall commence when Lessee shall have completed the cleaning and remodeling of the building, or part thereof, and shall start to use such building, or part thereof, for storage or other purposes, and shall cease and terminate at the end of the month in which it stops using such building or part thereof for such purpose. With respect to new construction, "use and occupancy" shall commence when the respective building or addition has been completed and the necessary equipment installed therein and actual use of such building or addition by Lessee has begun, and shall cease and terminate as set out in the two preceding paragraphs.

Such rental shall be paid in monthly installments, payable in advance on the first day of each and every calendar month, commencing January 1, 1956, except as above otherwise indicated, during the term of this lease as it may be extended by exercise by the Lessee of its option or options under Paragraph TWENTY-TWO hereof. Such payment shall be made by check or bank draft, payable to the United States Fish and Wildlife Service, and forwarded to the Project Manager, Fish and Wildlife Service, Crab Orchard National Wildlife Refuge, Carterville, Illinois.

TWO: Lessor, by a five (5) day notice in writing, may terminate this lease in the event:

(a) a receiver or trustee is appointed for Lessee or its property, or Lessee makes an assignment for the benefit of creditors, or Lessee becomes insolvent, or a petition is filed by or against Lessee pursuant to any of the provisions of the United States Bankruptcy Act, as amended, for the purpose of adjudicating Lessee a bankrupt, or for the reorganization of Lessee, or for the purpose of effecting a composition or rearrangement with Lessee's creditors, and any such petition filed against Lessee is not dismissed within sixty (60) days; or

(b) of any violation of any of the terms, conditions or covenants of this lease and the failure of Lessee to cure such violation within ten (10) days from the giving of a written notice thereof by Lessor to Lessee.

Upon the expiration or termination of this lease, as it may be extended by exercise of Lessee's options under Paragraph TWENTY-TWO hereof, Lessor shall have the right to invoke any remedy permitted by law or in equity for the protection of its interests hereunder, and Lessee hereby expressly waives all rights which it may have to redeem or to be served with any further notice of Lessor's intention to cancel or terminate this lease other than as herein provided. In the event this lease is terminated by reason of the violation by Lessee of any of its terms, conditions or covenants, Lessor shall have the right to sue for and recover all unpaid rents and damages accrued or accruing under this lease or arising out of any violation thereof. If default be made in the payment of the above rent, or any part thereof, or in any of the covenants herein contained to be kept

by the Lessee, Lessor may, at any time at its election, upon ten (10) days' written notice to Lessee, demand possession of and re-enter said premises, or any part thereof, with or without process of law, and remove Lessee or any persons occupying the same, without releasing Lessee from its obligation to pay rent and all other sums as the same become due and payable until the expiration of the term of this lease. Provided such ten (10) days' notice shall have been given, as set out in the next preceding sentence, nothing contained in this paragraph shall limit the rights of Lessor to any of the remedies that would otherwise be available to Lessor under the Landlord and Tenant Act of the State of Illinois.

THREE: Lessee has inspected and knows the condition of the leased premises, and it is understood that the leased premises are hereby leased to Lessee without any obligation on the part of Lessor to make any alterations, repairs or additions thereto except as hereinafter provided in this agreement; SUBJECT, however, to removal by Lessor of existing personal property of previous tenants remaining on the premises as of the inception of this lease.

FOUR: Lessee shall have the right to use the leased premises for research and development and for the manufacture or production of the following products: explosives and related products and chemicals, acids, ammonium nitrates, nitrocellulose, strontium nitrates and/or other materials necessary or useful in the manufacture or production of explosives or related products. Lessee shall not manufacture or produce on the leased premises chemicals, acids, or other ingredients which are not necessary for the manufacture or production of explosives or related products. However, Lessee shall have the right to dispose of any excess quantities of such chemicals, acids, or other ingredients which it does not need for the manufacture or production of its products, either by transfer to other locations or by sale to outside purchasers.

Lessee may make additions, improvements or alterations to the leased premises essential for its business, manufacturing, production, research or storage operations without the prior consent of Lessor, PROVIDED, however, that the Lessee shall notify Lessor within sixty (60) days of such changes. The Lessee shall have the right to erect, construct or install upon the leased premises complete facilities for the manufacture or production of explosives and related

products, including facilities necessary for the manufacture or production of chemicals, acids, ammonium nitrates, nitrocellulose, strontium nitrates, or other materials useful in the manufacture or production of explosives or related products, and Lessee shall have the right to install such furniture, fixtures, machinery and equipment or removable partitions of its own upon the leased premises as may, in its opinion, be necessary for the proper use thereof; and PROVIDED, that upon the expiration, termination or cancellation of this lease, within one hundred and eighty (180) days, or such additional time thereafter as may be allowed by Lessor, Lessee may remove any or all of such furniture, fixtures, machinery, equipment and removable partitions owned by it; it being understood that all expense in connection with any such removal by Lessee shall be borne by Lessee and that Lessee shall, at its own expense, promptly repair any damage to the leased premises occasioned by such removal, and that Lessee shall have the right, at its election, and with the consent of the Lessor, to abandon in place any such furniture, fixtures, machinery, equipment and removable partitions owned by it. Except as herein provided, any additions, improvements or alterations, and all replacements to the leased premises, shall become the property of Lessor and shall be subject to all the terms and conditions of this lease.

If Lessee does not remove its property from the demised premises within the one hundred and eighty (180) days, or within such additional time thereafter as may be allowed by Lessor therefor, Lessee shall pay Lessor double rent per day, computed from the expiration of said one hundred and eighty (180) day period or of such additional time thereafter as may be allowed by Lessor, to and including the date of Lessee's vacation, removal of Lessee's property from the demised premises, or to and including the date of completion of repairs necessitated by such removal, whichever is later; PROVIDED, however, that Lessee shall, during the said period, continue to be bound by its covenants and agreements (except as to rental provided in Paragraph ONE hereof) as herein contained with respect to the demised premises, and to Lessor, notwithstanding the expiration, termination or cancellation of the terms of this lease. In the event Lessee shall hold over after the expiration of the term above demised for a sufficient period of time to create a renewal of this lease by operation of law, then any renewal

or future right of possession not evidenced by an instrument in writing, executed and delivered by Lessor, shall be a tenancy from calendar month to calendar month and for no longer term.

Since the leased premises includes all of the former Ammonium Nitrate Plant Area designated as Area 12 of the Crab Orchard National Wildlife Refuge, and since all of the buildings and related personal property located thereon are scheduled for disposition by the Lessor by sale, destruction, or otherwise, and since such disposition now relates directly to the installation and establishment of the Lessee's facilities, as provided for in this lease, the Lessee agrees to decontaminate as necessary, raze and remove from the area all such buildings and related personal property, except such of these structures as may be usable in Lessee's operations; in consideration for which the Lessor agrees to accept the Lessee's services as full compensation for the clearing of Area 12 and for the value of any salvage deriving to the Lessee which may be disposed of by it in any manner it elects, including sale or removal from the site to other areas; PROVIDED, that the Lessee shall clean up all sites from which buildings and related personal property have been razed or removed, which clean-up shall include the burning, burying or removal of all debris resulting from razing or dismantling operations and the removal of all concrete pillars or walls above ground level, and need not include the removal of stone or concrete foundations or floor slabs at or below ground level; PROVIDED FURTHER, that the time and place of burning refuse and/or dumping debris shall be as designated by the Lessor; PROVIDED FURTHER, that, inasmuch as some or all of these buildings and related personal property have been determined to be contaminated in varying degrees, the Lessee agrees it will release and indemnify the Lessor from any liability whatsoever for any personal injury, death, or harm of any nature whatsoever arising from the razing and disposal operations herein provided for, or from the use, removal, sale, or other disposition following such operations; PROVIDED FURTHER, that, in any case where it is found more convenient to leave any of these buildings standing in lieu of razing them and using them in the Lessee's operations, such buildings shall be regarded as "new construction" for the purposes of this lease agreement

and for the purposes of determining rental rates as provided in Paragraph ONE hereof; and PROVIDED FURTHER, that the razing and removal operations herein provided for shall be completed by January 1, 1959. The buildings are in varying sizes and of varying construction and are identified by Nos. ANP-1-1 through ANP-1-13, Nos. ANP-1-15 through ANP-1-20, and Nos. ANP-T-21 through ANP-T-28.

Since Lessee will use the leased premises for the purposes of explosives research work and of operating a plant for the manufacture of explosives and related products, it is essential that Lessee be protected from encroachment upon the leased area by highways, buildings or other use which would interfere with the use by Lessee of its leased premises for explosives research or for explosives manufacturing purposes.

Lessor, therefore, agrees that during the term of this lease and any extension or renewal thereof, it shall, at its own expense, maintain as a buffer area around the premises leased by Lessee, that area which is shaded in green on the plat attached hereto and marked "Exhibit A."

During the term of this lease, or any extension or renewal thereof, Lessor will not, without the consent of the Lessee, permit the building on said buffer area of any highways, roads, buildings, or other structures except by a public authority under eminent domain or other similar legal means. Lessor will allow said buffer area to be used only for such economic land uses as farming, haying, grazing and timber harvest by permittees of Lessor, and for dog trials not to exceed thirty-five (35) days each year. Such dog trials shall be conducted in such manner and in such places that they shall not endanger the Lessee's plant or the participants and shall not interfere with Lessee's operations.

Lessor also agrees that during the term of this lease, or any extension or renewal thereof, it will permit the area shaded in blue on the plat attached hereto and made a part hereof, marked "Exhibit A," and more particularly described by metes and bounds as Tract C in "Exhibit B" attached hereto and made a part hereof, to be used only for the storage of explosives, chemicals or inert materials, or, in the alternative, Lessor will maintain such area as additional buffer area.

Lessor shall, at its expense, provide police, guard and fire protection in the buffer area comparable to that provided elsewhere on the refuge to prevent trespass and overt acts and to suppress fire.

Lessor shall not permit the use of said buffer area by permittees in such manner that the use of firearms, smoking, building of fires or other practices might endanger Lessee's plant or magazines.

FIVE: "Leased premises," as used in this paragraph, means the real estate and any buildings or improvements in existence thereon at the date of the execution of this lease.

Lessee shall use reasonable care in the occupation, use and operation of the leased premises and shall at all times during the term of this lease, or, in the case of any building during the period of use and occupancy of such building, keep and maintain the same in a good state of repair; and Lessee shall, at its own expense, make all repairs and perform all maintenance necessary to keep the premises, not including unused and unoccupied buildings, at all times in as good condition as at the beginning of the term of this lease; and upon the expiration or termination of this lease, except as provided in Paragraph FOUR hereof, Lessee shall forthwith yield and place Lessor in peaceful possession of the leased premises free and clear of any liens, claims or encumbrances and, except as provided in this Paragraph FIVE, in as good condition as the premises existed at the commencement of this lease, ordinary wear and tear excepted, the condition of the premises at such time being reflected in the report of a joint survey of the condition of such premises conducted by representatives of Lessor and Lessee prior to the inception of the lease.

Lessee's obligation to keep and maintain the leased premises in a good state of repair and to yield them in as good condition as the premises existed at the commencement of the lease, ordinary wear and tear excepted, does not impose any liability upon Lessee to restore or rebuild any buildings, structures or other improvements which are damaged or destroyed in whole or in part by causes which arise without the fault or negligence of Lessee, as provided in Paragraph SIX of this lease.



SIX: Lessee agrees that, in the event any property of the United States within the Crab Orchard Refuge Area, not including property constructed or installed by the Lessee, is damaged or destroyed as a result of Lessee's use and occupancy of the leased premises, if Lessor so requires, it shall be promptly repaired or replaced by Lessee so as to restore such property to the condition in which it existed immediately prior to such damage or destruction; PROVIDED, however, that the Lessee shall not be responsible to Lessor for loss of or damage to the leased premises or the buffer area occasioned by causes arising without the fault or negligence of Lessee.

SEVEN: Lessee shall be entitled to use such railroad facilities as are available on the leased area at no additional charge except that Lessee shall pay for switching such switching charges as are established by Lessor or its assigns. Lessee shall keep in repair and maintain the railroad track on the leased premises. Lessor shall maintain and keep in repair the portion of the railroad track not located on the land leased by Lessee. Should the railroad track through the leased land become part of a principal track furnishing service to others located beyond the leased area, Lessor shall bear the expenses of repair and maintenance of such principal track.

Within the leased area, Lessee shall have the right to use, at no additional charge, all existing roads and highways and the right to construct such additional roads and highways as may be necessary for the use of the leased area. On Project lands not in the leased area, Lessee may use existing roads and highways designated by the Lessor in accordance with load limits and other rules established by Lessor, not more restrictive than those of the State of Illinois, and Lessee may construct, at such locations and under such reasonable conditions as may be imposed by Lessor, additional roads and highways as may be necessary for the use of the leased premises. Lessee shall keep in repair and maintain the roads and highways on the leased land, and Lessor shall keep in repair and maintain the ingress and egress roads and highways not located on the leased land.

EIGHT: Subject to exercise by the Lessee of its rights under Paragraph FOUR to abandon property erected, constructed or installed by it on the premises,

if Lessee shall, upon expiration, termination or cancellation of this lease, fail or neglect to remove its property or restore the leased premises within the time provided, then Lessor may cause such property to be removed and the leased premises to be so restored, and the cost of such removal and restoration shall be paid by Lessee to Lessor on demand and no claims for damages against Lessor or its officers, agents, contractors or employees shall be created or made on account of such removal and restoration.

NINE: Lessor, or its designated representative, shall have the right to inspect the leased premises at all reasonable times during the term of this lease, provided that safety and operating rules and regulations of Lessee are observed.

TEN: Lessee shall, at all times during the term of this lease, exercise due diligence in the protection of the leased premises against damage or destruction by fire or other causes.

If the leased premises shall be damaged or destroyed, in whole or in part, the Lessor shall have the following options:

(a) To terminate the lease as to the amount or portion affected by the loss (including the entire premises if such loss renders the entire premises substantially unusable); PROVIDED, however, that Lessee shall have the right, at its option, to elect to repair, restore or replace the damaged or destroyed premises in as good condition as before the loss, and if it so elects, Lessor can not terminate the lease.

(b) To replace, restore or repair the damaged or destroyed premises in as good condition as before the loss.

(c) Subject to the approval of the Lessee, and if available, to assign similar buildings or facilities to Lessee in lieu of the premises so destroyed or damaged.

(d) Should Lessee not elect to repair, restore or replace, as provided in Option (a), or to accept the assignment of similar buildings, as provided in Option (c), and should Lessor within a reasonable time fail to replace, restore or repair the premises as provided in

Option (b), then Lessee shall have the right to terminate the lease upon thirty (30) days' written notice.

The rents and other charges directly applicable to the unit or portion of the premises rendered unusable by reason of the loss shall be adjusted in accordance with whichever of the above options is exercised.

Lessee agrees to save Lessor harmless from any liability whatsoever because of accident or injury to persons or property belonging to third parties occurring in the use or operation of the leased premises or in connection with the occupancy thereof, resulting from the acts or omissions of the Lessee, its agents or servants.

**ELEVEN:** (a) Lessee shall provide any police or guard protection which it may desire for the leased area.

Lessor is now providing and maintaining fire protection service for certain areas of the Crab Orchard Wildlife Area, including the area in which the leased premises are located. However, due to the nature of Lessee's operation, it is understood that Lessor's personnel will not be required to enter the leased area for the purpose of extinguishing fires. It is further understood that Lessor, upon call from Lessee, will, if available, deliver a pumper with hose and other equipment to a point on the leased premises to be determined by agreement of the parties for the purpose of extinguishing fire or other purposes agreed upon by the parties. This equipment will be turned over to Lessee's qualified personnel for their use as required for extinguishing fire within the leased area. Lessee is to be responsible for any damage to Lessor's equipment while in its custody. A representative of the Lessee will return the pumper and equipment to the Fire Station when it has served its purpose.

However, it is understood and agreed between the parties hereto that Lessor, at its option and upon not less than thirty (30) days' notice in writing to Lessee, may discontinue or suspend such service in any or all of the Crab Orchard Wildlife Areas, including the area in which the leased premises are located; PROVIDED, however, that Lessor, subject to the provisions of Subparagraph (c) of this Paragraph **ELEVEN**, may not suspend such service in the buffer area.

The discontinuance or suspension of such service shall not constitute a reason or basis for adjustment or change in the amount of rental to be paid by Lessee as provided for herein, or for adjustment or change in any of the other terms hereof.

(b) Lessor shall furnish Lessee with treated water. Lessee shall pay for said water at the water rate schedule in effect at the time such water is furnished. In the event rates are revised in the future, any such revision shall be on a fair and reasonable basis.

Lessee shall have the right to use the existing sewage system. Lessee shall pay for such usage at the rate schedule in effect at the time of usage. In the event rates are revised in the future, any such revision shall be on a fair and reasonable basis.

Lessee shall have the right to take and use raw water from Crab Orchard Lake. There shall be no charge for such raw water so long as Lessee returns to the Lake substantially the amount of water so withdrawn; such returned water shall not adversely affect the existing operations of the Fish and Wildlife Service or its tenants.

Lessor's ability to furnish water and sewage services is dependent upon and limited to the present existing facilities for the production, processing and distribution of such services, and it is understood and agreed by the parties hereto that Lessor will not enlarge or extend such facilities to permit a different production, processing and distribution than is possible as the facilities now exist, but that Lessee, with the prior written approval of Lessor and at Lessee's expense, may enlarge, extend or alter such facilities to permit different or additional services.

It is agreed between the parties hereto that in the event Lessor shall sell, lease or otherwise dispose of the facilities for the production, processing and distribution of water or sewage services, Lessor shall require the purchaser or grantee of the facility transferred to agree to furnish or continue furnishing such services if requested by Lessee to do so, and thereupon Lessor's liability in relation to the furnishing of such services shall cease and Lessor shall in no wise be liable thereafter for furnishing such services.

To the extent that Lessor has not already leased transmission lines and substations to the Central Illinois Public Service Company, Lessee shall have the right to use any existing transmission lines, substations and transformers on the leased area without any additional charge therefor.

If Lessee shall require any additional utility services and such services would necessitate easements or rights of way over the land of Lessor not leased to Lessee herein, Lessor shall grant to Lessee, or to such utilities furnishing service to Lessee, such rights of way or easements over land in the Crab Orchard Wildlife Area belonging to Lessor but not leased to Lessee. Such easements or rights of way shall be at locations approved by Lessor and accepted by Lessee, and subject to such reasonable conditions as may be required by Lessor.

(c) If the term of this contract extends beyond the current government fiscal year, the Lessor's liability for furnishing services and facilities herein provided for is contingent upon the availability of appropriations for expenditures beyond such fiscal year.

TWELVE: The following limitations shall apply to the shooting for testing purposes of dynamite and other explosives by Lessee on the leased area:

1. Such testing shall be between the hours of 11:00 A.M. and 1:00 P.M., and at such other times and at such other places as may be approved by Lessor.
2. Not more than one stick of dynamite shall be used in any one shot except when sensitivity tests are conducted which require the use of two sticks.
3. If Lessee wishes to test explosives in connection with research and development work, as distinguished from testing of explosives which are in actual production, such testing in connection with research and development work shall be permitted with the prior approval of the Fish and Wildlife Service and in areas designated by the Service if such land area is available and testing is not in conflict with other uses of the Refuge.

THIRTEEN: In the occupation, use and operation of the leased premises or any part thereof, Lessee agrees to comply with all valid applicable state,

municipal and local laws and rules, regulations and requirements of any departments and bureaus, and all local ordinances and regulations, including rules, regulations and requirements issued by Lessor, not inconsistent with the terms of this lease, governing the administration of the Crab Orchard Wildlife Area, of which the leased premises constitute a portion; and Lessee further agrees to indemnify and hold Lessor harmless from any liability or penalty which may be imposed by local or state authority or any department or bureau thereof by reason of any asserted violation by Lessee of such laws, rules, orders, ordinances or regulations; PROVIDED, however, that nothing herein contained shall prohibit Lessee from contesting in good faith the validity of such laws, rules, orders, ordinances or regulations.

FOURTEEN: Lessee agrees that in the performance of this lease it will comply with and give all stipulations and representations required by applicable federal laws, and in the performance of this lease that it will not discriminate against any employee or applicant for employment because of race, creed, color or national origin.

FIFTEEN: Except with the prior written consent of Lessor, Lessee shall not sublet any part of the premises or assign this lease or any of its rights hereunder, or transfer, assign, mortgage or otherwise encumber any of the leased premises; PROVIDED, however, that this Paragraph FIFTEEN shall not prohibit Lessee, for its own account or under such other arrangements as it may deem desirable, without any expense to Lessor, from dispensing and selling food, soft drinks, tobacco products, confectionary and similar articles to employees of Lessee on the premises; and PROVIDED FURTHER, that Lessee shall have the right, without the prior written consent of the Lessor, to assign this lease to an affiliated or subsidiary company of Lessee, or to assign this lease to a successor company of the Lessee as may result from a merger or consolidation with another corporation or corporations.

SIXTEEN: Lessee warrants that it has not employed any person to solicit or secure this lease upon any agreement for a commission, percentage, brokerage or contingent fee.

SEVENTEEN: The failure of Lessor to insist in any one or more instances upon performances of any of the terms, covenants or conditions of this lease shall not be construed as a waiver or relinquishment of the future performance of any such term, covenant or condition, but Lessee's obligation with respect to such future performance shall continue in full force and effect.

EIGHTEEN: Subject to the provisions of Paragraph FIFTEEN hereof, this lease shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto.

NINETEEN: No member of or delegate to Congress or resident commissioner shall be admitted to any share or part of this lease or to any benefit that may arise therefrom, but this provision shall not be construed to apply to this lease if made with a corporation for its general benefit.

TWENTY: Any notice or advice to or demand upon the Lessee shall be in writing and shall be deemed to have been given or made on the day when it is sent by registered mail to the Lessee, addressed to Lessee at East Alton, Illinois, or at such other address as Lessee may hereafter, from time to time, specify in writing for such purpose. Any advice or notice to or demand upon the Lessor shall be in writing and shall be deemed to have been given or made when it is sent by registered mail to Lessor, addressed to Project Manager, United States Fish and Wildlife Service, Crab Orchard National Wildlife Refuge, Carterville, Illinois, or at such other address as Lessor may hereafter, from time to time, specify in writing for such purposes.

TWENTY-ONE: It is agreed between the parties hereto that water, steam, gas and electric lines, and other utility or service installations or equipment which are part of a general distribution system and which enter upon or cross the leased premises, either under, on, or above surface, are specifically exempted from and not included as a part of the leased premises except as provided in Paragraph ELEVEN hereof. Lessee agrees that Lessor or its representatives may at any time enter upon the leased premises for the purpose of performing repairs, maintenance or replacement work on said utility installations, equipment and systems, provided that safety and operating rules and regulations of Lessee are observed.

TWENTY-TWO: Lessor hereby grants to Lessee two (2) successive options to renew the term of this lease on the terms and conditions herein provided; each option to be to renew the lease for an additional period of twenty-five (25) years, and each such option to be exercisable by written notice to the Lessor given no later than one (1) year prior to the expiration of the original term of this lease, or, if such lease is extended, prior to the expiration of the extended term, as the case may be.

At the end of the first ten (10) years of this lease and at the end of any year thereafter (including the two twenty-five (25) year extensions thereof), Lessee shall have the option to terminate the lease, provided Lessee gives Lessor one (1) year's written notice of such termination. After the effective date of such termination, Lessee shall have no further liability for the payment of rent except as provided in Paragraph FOUR hereof.

TWENTY-THREE: It is further agreed that the Lessee shall be granted, subject to any special restrictions imposed on the Lessor by current or future federal legislation, at any time during the term of this lease or any extension thereof, the right of first refusal of purchase of the property and/or buildings described herein and leased hereby, should it be determined that the said property is to be disposed of by sale.

TWENTY-FOUR: It is understood and agreed by and between the parties hereto that the within instrument constitutes the full and complete record of this transaction and that no statements, representations, commitments, or agreements, whether oral or written, unless incorporated herein, or added hereto by properly executed amendment, shall be of any force and effect, nor shall in any wise operate to vary the terms hereof.

TWENTY-FIVE: As used in this lease, the term "Director" shall mean the Director, Bureau of Sport Fisheries and Wildlife, United States Fish and Wildlife Service, his duly authorized representative or the successor to his functions and duties.



IN WITNESS WHEREOF, the parties hereto have executed this Lease, as amended, as of the day and year first above written.

UNITED STATES OF AMERICA  
Acting by and through  
The Secretary of the Interior

By

A. V. Tunison

Acting Director,  
Bur. of Sport Fisheries and Wildlife,  
U.S. Fish and Wildlife Service

OLIN MATHIESON CHEMICAL CORPORATION

By

Paul Hamilton

Vice President

ATTEST:

John H. Cawthra  
Assistant Secretary

DISTRICT OF COLUMBIA: ss.

I, John P. Gardner, a Notary Public in and for the District of Columbia, do hereby certify that A. V. Tunison, personally known to me to be Director, Bureau of Sport Fisheries and Wildlife, United States Fish and Wildlife Service, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that as such Director, Bureau of Sport Fisheries and Wildlife, United States Fish and Wildlife Service, he, being thereunto duly authorized, signed and delivered the said instrument as Director, Bureau of Sport Fisheries and Wildlife, United States Fish and Wildlife Service, for and on behalf of the United States of America, acting by and through the Secretary of the Interior, and caused the seal of said Fish and Wildlife Service to be affixed thereto, pursuant to the powers and authority contained in Public Law 361, 80th Congress, approved August 5, 1947 (61 Stat. 770), as his free and voluntary act and as the free and voluntary act of the Secretary of the Interior and the United States of America, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 17<sup>th</sup> day of September, A.D., 1958.

John P. Gardner  
Notary Public

My commission expires: Feb. 14, 1963.

STATE OF ILLINOIS )  
COUNTY OF MADISON ) ss.

I, Donald E. McManus, a Notary Public in and for the State of Illinois, County of Madison, do hereby certify that Paul Hamilton, personally known to me to be the Vice President of Olin Mathieson Chemical Corporation, and John H. Cawthra, personally known to me to be the Assistant Secretary of said corporation, and personally known to me to be the same persons whose

names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such Vice President and Assistant Secretary, they signed and delivered the said instrument as Vice President and Assistant Secretary of said corporation and caused the corporate seal of said corporation to be affixed thereto, pursuant to authority given by the Board of Directors of said corporation, as their free and voluntary act and as the free and voluntary act of said corporation, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 26<sup>th</sup> day of June,  
A.D. 1958.

Mary E. McMahon  
Notary Public

My commission expires: December 24, 1959

EXHIBIT B CONTAINING METES AND BOUNDS DESCRIPTION  
OF LEASED AREA AND STORAGE AREA

The following-described two (2) tracts of land are located in Illinois, Williamson County, in T. 10 S., R. 1 E., Sections 1, 2, 11, and 12 and T. 10 S., R. 2 E., Sections 6 and 7.

All bearings in these descriptions are turned from the True Meridian.

Tract "A"

Beginning at Corner 1, the coordinates of which in the Illinois Ordinance Area system of plane coordinates are 24,152.24S and 20,253.34W, approximately 46 feet north of the centerline of a paved road, said corner bearing N83°03'W., 478.5 feet from the  $\frac{1}{4}$  corner to Sections 5 and 6, of Township Ten (10) South, Range Two (2) East, Third Principal Meridian, and from which corner a  $1\frac{1}{2}$ " iron pipe witness bears S.88°36'E., 232.45 feet; thence N.88°36'W., 1473.78 feet to Corner 2, on the north side of a paved road; thence S.0°34'W., 833.58 feet to Corner 3, on the west side of a paved road; thence S64°50'W., 4,872.78 feet to Corner 4, approximately 174 feet Southwest of a gravel road; thence S.0°58'W., 2,247.30 feet, in part by an old hedgerow, to Corner 5; thence S.70°56'E., 4,150.08 feet to Corner 6, an iron fence post in corner of wire fences northwest and east; thence with a wire fence, S.89°58'E., 425.70 feet to Corner 7, an iron fence post at corner of fences west and northeast; thence N.54°24'E., 2,429.46 feet to Corner 8, on the westerly right-of-way line of the proposed north-south highway, from which a  $1\frac{1}{4}$ " IP witness bears N.54°24'E., 41.78 feet; thence northerly with said westerly right-of-way 100 feet from and normal to the center line thereof, N.0°04'E., 535.92 feet to Corner 9; N.0°04'W., 96.76 feet; N.0°20'W., 99.46 feet; N.0°36'W., 99.46 feet; N.0°52'W., 99.46 feet; N.1°08'W., 99.46 feet; N.1°24'W., 99.46 feet; N.1°40'W., 99.46 feet; N.1°56'W., 99.46 feet; N.2°12'W., 99.46 feet; N.2°28'W., 99.53 feet; N.2°41'W., 65.01 feet to Corner 10; thence N.2°46'W., 3,357.75 feet to Corner 11; thence leaving said right-of-way line, S.87°14'W., 200.00 feet to Corner 12; thence N.2°46'W., 125.73 feet to the Place of Beginning; containing 650.48 acres, be the same more or less.

Tract "B"

Beginning at Corner 1, the coordinates of which in the Illinois Ordinance Area system of plane coordinates are 23,878.62S and 30,195.89W, an iron fence post at corner of fences north and southeast, 30.7 feet south of center line of east-west road, which corner bears N.51°58'W., 5,141.4 feet from Corner 4 of Tract "A"; thence with 8 lines along a woven wire fence, S.28°07'E., 1,575.42 feet to Corner 2; S.2°46'E., 2,502.72 feet to Corner 3; S.33°21'E., 456.72 feet to Corner 4; S.71°13'E., 271.92 feet to Corner 5; S.5°02'W., 37.62 feet to Corner 6; S.57°06'W., 713.46 feet to Corner 7; N.78°06'W., 2,649.24 feet to Corner 8; N.32°35'W., 3,221.46 feet to Corner 9, now marked by a 1" x 2" stake in the fence line; thence with a line projected from the northeast 33 feet south of and parallel to the road to the northeast, N.79°25'E., 1083.72 feet to a point 33' Southeast of said center line and marked by an iron pipe; thence with two lines 33 feet South of and parallel to said center line, N.61°29'E., 284.46 feet to an iron pipe; N.57°38'E., 2,189.88 feet to an iron pipe; N.88°10'E., 394.02 feet to the Place of Beginning; containing 310.84 acres, be the same more or less.

The above-described two (2) tracts of land are delineated on a map tracing designated INDUSTRIAL AREA BOUNDARIES FOR CONTRACT NO. 14-19-008-2675, Drawing No. M-ILL. 3-824, of record in the files of the U. S. Department of the Interior.

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Tract "C"

A parcel of land located in the Crab Orchard National Wildlife Refuge in the County of Williamson and State of Illinois in Sections 1 and 2, Township 10 South, Range 1 East and Section 35, Township 9 South, Range 1 East, Third Principal Meridian, consisting of all that land included within the following described boundaries: Beginning at Corner No. 1, the coordinates of which in the Illinois Ordinance Area system of plane coordinates are 23,878.62S and 30,195.89W, N. 51° 58' W. 77.90 chs. (5141.4 ft.) from Corner No. 4 of Site "A", thence S. 88° 10' W. 5.97 chs. (394.02 ft.) to Corner No. (1-1), thence S. 57° 38' W. 33.18 chs. (2189.88 ft.) to Corner No. (1-2), thence S. 61° 29' W. 4.31 chs. (284.46 ft.) to Corner No. (1-3), thence S. 79° 25' W. 16.42 chs. (1083.72 ft.) to Corner No. 2, thence N. 32° 35' W. 49.21 chs. (3247.86 ft.) to Corner No. 3, thence N. 57° 46' E. 42.57 chs. (2809.62 ft.) to Corner No. 4, thence N. 50° 13' E. 4.39 chs. (289.74 ft.) to Corner No. 5, thence S. 40° 08' E. 1.159 chs. (76.49 ft.) to Corner No. 6, thence N. 57° 10' E. 9.79 chs. (646.14 ft.) to Corner No. 7, thence S. 32° 48' E. 54.92 chs. (3624.72 ft.) to Corner No. 8, thence S. 89° 36' E. 2.319 chs. (153.05 ft.) to Corner No. 9, thence S. 0° 03' W. 2.229 chs. (147.11 ft.) to the point of beginning (Corner No. 1), containing 311.88 acres, more or less.

Tract "D"

The following-described two (2) parcels of land are located in Illinois, Williamson County, Township Nine (9) South, Range One (1) East, in the SE $\frac{1}{4}$  of Section twenty-four (24) and the NW $\frac{1}{4}$ NE $\frac{1}{4}$  of Section twenty-five (25), approximately one and one-half miles westerly of the Refuge Headquarters.

All bearings in this description are turned from the True Meridian.

Parcel 1

Beginning at Corner 1, the coordinates of which in the Illinois Ordinance area system of plane coordinates are 9679.33 ft. S. and 26616.50 ft. W., lying 116.5 feet west of the centerline of a N-S road at the point where said road curves to southwest, said Corner lying N. 25° 04' W., 16,058.5 feet from the  $\frac{1}{4}$  corner of Sections 6 and 5, T. 10 S., R. 2 E.; thence with 8 lines along the former location of a closed wire fence, S. 45° 08' W., 526.97 feet to Corner 2; N. 89° 52' W., 509.16 feet to Corner 3; N. 44° 52' W., 526.97 feet to Corner 4; N. 0° 08' E., 702.66 feet to Corner 5; N. 45° 08' E., 353.56 feet to Corner 6; S. 89° 52' E., 504.50 feet to Corner 7; S. 44° 52' E., 707.11 feet to Corner 8; S. 0° 08' W., 452.66 feet to the Place of Beginning; containing 31.39 acres, be the same more or less.

Parcel 2

Beginning at Corner 1, said corner being S. 60° 39' W., 140.1 feet from Corner 3 of Parcel 1; thence S. 0° 08' W., 351.0 feet to Corner 2; thence N. 89° 52' W., 393.0 feet to Corner 3; thence N. 0° 08' E., 351.0 feet to Corner 4; thence S. 89° 52' E., 393.0 feet to the Place of Beginning; containing 3.17 acres, be the same more or less.

The above-described two parcels of land contain in the aggregate 34.56 acres of land, more or less, and are delineated on a map tracing designated M-ILL. 3-828, dated January 15, 1957 and revised March 28, 1957, on record in the files of the U. S. Department of the Interior.

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SCALE

U. S. DEPARTMENT OF THE INTERIOR  
BUREAU OF SPORT FISHERIES AND WILDLIFE  
CRAB ORCHARD NATIONAL WILDLIFE REFUGE  
WILLIAMSON COUNTY ILLINOIS

Exhibit A to Fourth Amendment and  
Modification of Lease-Contract  
14-19-008-2575 - Permit (K-21)  
Covers Tracts A, B, D, Marked as Sites  
A, B, D as Described in Exhibit B

South of Junda's Mine, Illinois  
S.D. 15

ILLINOIS ORDNANCE PLANT  
CORPS OF ENGINEERS, U.S.A. CONSTRUCTION DIVISION  
OFFICE OF THE AREA ENGINEER

## INDEX AREA MAP

PREPARED UNDER CONTRACT W. ORD. 522 DA. W. ORD. 14-19-008-2575  
CHARLES W. COLE & SON  
ARCHITECTS & ENGINEERS

DATE	DATE
8-11-42	8-11-42
PLAN NO.	PLAN NO.
101.62	101.62

# SDMS US EPA Region V

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[illegible]

Contract No. 14-19-000-2079

## FIFTH AMENDMENT OF LEASE

This Fifth Amendment of Lease, made and entered into the 19th day of January, 1959, by and between the UNITED STATES OF AMERICA, acting by the Secretary of the Interior, through the Director, Bureau of Sport Fisheries and Wildlife, United States Fish and Wildlife Service, under and pursuant to the authority contained in Public Law 361, 80th Congress, hereinafter referred to as the "Lessor," and OLIN MATHIESON CHEMICAL CORPORATION, a corporation organized and existing under the laws of the Commonwealth of Virginia and having an office and place of business at New York, New York, hereinafter referred to as the "Lessee";

## WITNESSETH:

WHEREAS, by a certain Lease made and entered into as of the first day of January, 1956, as amended by a certain Amendment of Lease made and entered into as of the first day of March, 1956, a certain Second Amendment of Lease made and entered into as of the first day of January, 1957, a certain Third Amendment of Lease made and entered into as of the first day of July, 1957, and a certain Fourth Amendment and Codification of Lease made and entered into as of the 16th day of September, 1958, by and between the Lessor and the Lessee (hereinafter referred to as "the Lease, as amended"), the Lessor has leased unto the Lessee certain real estate situated in the County of Williamson, State of Illinois, and described in the Lease as amended; and

WHEREAS the Lessor and the Lessee desire further to amend said Lease, as amended, to extend the time allowed for building decontamination, razing and removing stipulated under Section 4, Pages 8 and 9;

NOW THEREFORE, in consideration of the foregoing and of the mutual covenants herein contained, the parties hereto do hereby mutually agree as follows:

1. The Lessor grants to the Lessee an extension of dates till January 1, 1960 to decontaminate, raze and remove from the area all such buildings and related personal property in such manner as is stipulated in the Lease Agreement;
2. Except as specifically amended herein, all the terms and conditions of said Lease, as amended, are hereby ratified and shall remain in full force and effect.



IN WITNESS WHEREOF, the parties hereto have executed this Fifth Amendment of Lease, as of the day and year first above written.

UNITED STATES OF AMERICA  
Acting by and through  
The Secretary of the Interior

By D. H. Janger  
Director,  
Bureau of Sport Fisheries and Wildlife,  
U. S. Fish and Wildlife Service

OLIN MATHIESON CHEMICAL CORPORATION

By Ward Hamilton  
Vice President

ATTEST:

John H. Chambers  
Assistant Secretary

DISTRICT OF COLUMBIA: ss.

I, John R. Gardiner, a Notary Public in and for the District of Columbia, do hereby certify that D. H. Janger, personally known to me to be Director, Bureau of Sport Fisheries and Wildlife, United States Fish and Wildlife Service, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that as such Director, Bureau of Sport Fisheries and Wildlife, United States Fish and Wildlife Service, he, being thereunto duly authorized, signed and delivered the said instrument as Director, Bureau of Sport Fisheries and Wildlife, United States Fish and Wildlife Service, for and on behalf of the United States of America, acting by and through the Secretary of the Interior, and caused the seal of said Fish and Wildlife Service to be affixed thereto, pursuant to the powers and authority contained in Public Law 361, 80th Congress, approved August 5, 1947 (61 Stat. 770), as his free and voluntary act and as the free and voluntary act of the Secretary of the Interior and the United States of America, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 20<sup>th</sup> day of January,  
A.D., 1959.

(SEAL)

My commission expires: February 14, 1963

STATE OF ILLINOIS )  
COUNTY OF MADISON ) ss.

I, Donald E. McGuire, a Notary Public in and for the State of Illinois, County of Madison, do hereby certify that Ward Hamilton, personally known to me to be the Vice President of Olin Mathieson Chemical Corporation, and John H. Chambers, personally known to me to be the (Assistant Secretary) of said corporation, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument,

appeared before me this day in person and severally acknowledged that as such Paul Hamilton and John B. Carstensen, they signed and delivered the said instrument as Vice President and Assistant Secretary of said corporation and caused the corporate seal of said corporation to be affixed thereto, pursuant to authority given by the Board of Directors of said corporation, as their free and voluntary act and as the free and voluntary act of said corporation, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 9<sup>th</sup> day of February,  
A.D. 1959.

May E. McManus  
Notary Public

My commission expires: December 24, 1959

SIXTH AMENDMENT OF LEASE

This Sixth Amendment of Lease, made and entered into the 15th day of December 1959, by and between the UNITED STATES OF AMERICA, acting by the Secretary of the Interior, through the Director, Bureau of Sport Fisheries and Wildlife, United States Fish and Wildlife Service, under and pursuant to the authority contained in Public Law 361, 80th Congress, hereinafter referred to as the "Lessor," and OLIN MATHIESON CHEMICAL CORPORATION, a corporation organized and existing under the laws of the Commonwealth of Virginia and having an office and place of business at New York, New York, hereinafter referred to as the "Lessee";

WITNESSETH:

WHEREAS, by a certain Lease made and entered into as of the first day of January, 1956, as amended by a certain Amendment of Lease made and entered into as of the first day of March, 1956, a certain Second Amendment of Lease made and entered into as of the first day of January, 1957, a certain Third Amendment of Lease made and entered into as of the first day of July, 1957, a certain Fourth Amendment and Codification of Lease made and entered into as of the 16th day of September, 1958, and a certain Fifth Amendment of Lease made and entered into as of the 19th day of January, 1959, by and between the Lessor and the Lessee (hereinafter referred to as "the Lease, as amended"), the Lessor has leased unto the Lessee certain real estate situated in the County of Williamson, State of Illinois, and described in the Lease as amended; and

WHEREAS the Lessor and the Lessee desire further to amend said Lease, as amended, to extend the time allowed for building decontamination, razing and removing stipulated under Section 4, Pages 8 and 9;

NOW THEREFORE, in consideration of the foregoing and of the mutual covenants herein contained, the parties hereto do hereby mutually agree as follows:

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1. The Lessor grants to the Lessee an extension of dates till June 30, 1960 to decontaminate, raze and remove from the area all such buildings and related personal property in such manner as is stipulated in the Lease Agreement;

2. Except as specifically amended herein, all the terms and conditions of said Lease, as amended, are hereby ratified and shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Sixth Amendment of Lease as of the day and year first above written.

UNITED STATES OF AMERICA  
Acting by and through  
The Secretary of the Interior

By (Sgd.) R. W. Burwell  
R. W. Burwell, Regional Director \*  
Bur. of Sport Fisheries and Wildlife  
U. S. Fish and Wildlife Service

\* as authorized representative of the  
Director  
OLIN MATHIESON CHEMICAL CORPORATION

By W. H. Hamilton  
Vice President

ATTEST:

John H. Cantelero  
Assistant Secretary

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STATE OF MINNESOTA ) ss.  
COUNTY OF HENNEPIN

I, William J. Schmitz, a Notary Public in and for the County of Hennepin, State of Minnesota, do hereby certify that R. W. BURWELL, personally known to me to be Regional Director, Bureau of Sport Fisheries and Wildlife, United States Fish and Wildlife Service, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that as such Regional Director, Bureau of Sport Fisheries and Wildlife, United States Fish and Wildlife Service, he, being thereunto duly authorized, signed and delivered the said instrument as the authorized representative of the Director, Bureau of Sport Fisheries and Wildlife, United States Fish and Wildlife Service, for and on behalf of the United States of America, acting by and through the Secretary of the Interior, and caused the seal of the said Fish and Wildlife Service to be affixed thereto, pursuant to the powers and authority contained in Public Law 361, 80th Congress, approved August 5, 1947, (61. Stat. 770), as his free and voluntary act and as the free and voluntary act of the Secretary of the Interior and the United States of America, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 15th day of December, A.D. 1959.

William D. Schmitz  
William D. Schmitz, Notary Public

My Commission expires August 23, 1966.

SEAL

STATE OF ILLINOIS ) ss.  
COUNTY OF MADISON

I, Maury E. McManus, a Notary Public in and for the State of Illinois, County of Madison, do hereby certify that Norl Hamilton personally known to me to be the Vice President of Olin Mathieson Chemical Corporation, and John H. Caruthers, personally known to me to be the Assistant Secretary of said corporation, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such Vice President and Assistant Secretary they signed and delivered the said instrument as Vice President and Assistant Secretary of said corporation and caused the corporate seal of said corporation to be affixed thereto, pursuant to authority given by the Board of Directors of said corporation, as their free and voluntary act and as the free and voluntary act of said corporation, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 9th day of December, A.D. 1959.

Maury E. McManus  
Notary Public

My commission expires: December 24 1959

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SEVENTH AMENDMENT  
AND  
CODIFICATION OF LEASE

This Seventh Amendment and Codification of Lease, made and entered into as of the 1st day of August, 1960, by and between the UNITED STATES OF AMERICA, acting by the Secretary of the Interior, through the <sup>Regional</sup> Director, Bureau of Sport Fisheries and Wildlife, United States Fish and Wildlife Service, under and pursuant to the authority contained in Public Law 361, 80th Congress, hereinafter referred to as the "Lessor", and CLIN MATHIESON CHEMICAL CORPORATION, a corporation organized and existing under the laws of the Commonwealth of Virginia and having an office and place of business at New York, New York, hereinafter referred to as the "Lessee";

WITNESSETH:

WHEREAS, by a certain Lease made and entered into as of the first day of January, 1956, as amended by a certain Amendment of Lease made and entered into as of the first day of March, 1956, a certain Second Amendment of Lease made and entered into as of the first day of January, 1957, a certain Third Amendment of Lease made and entered into as of the first day of July, 1957, and a Fourth Amendment of Lease made and entered into as of the 16th day of September, 1958, a Fifth Amendment of Lease made and entered into the 19th day of January, 1959, and a Sixth Amendment of Lease made and entered into the 15th day of December, 1959, by and between the Lessor and the Lessee (hereinafter referred to as "the Lease, as amended"), the Lessor has leased unto the Lessee certain real estate situated in the County of Williamson, State of Illinois, and described in the Lease as amended; and

WHEREAS, the Lessor and the Lessee desire further to amend said Lease, as amended, in order to (a) lease two additional areas, (b) extend the buffer area around one of the newly leased areas, and (c) to codify all of the provisions of said Lease, as amended, in one document; and

WHEREAS, (a) pursuant to an order of the Secretary of the Interior, dated November 3, 1956 (21 F.R. 8513), the authority of

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the former Director, Fish and Wildlife Service, with respect to the leased lands and premises was transferred to the Director, Bureau of Sport Fisheries and Wildlife; (b) pursuant to Order 2821 of the Secretary of the Interior, dated July 11, 1957 (22 F.R. 5778), such authority was transferred to the Commissioner of Fish and Wildlife; and (c) pursuant to Commissioner's Order 4, dated October 8, 1957 (22 F.R. 8126), such authority was delegated to the Director, Bureau of Sport Fisheries and Wildlife; and (d) such authority was redelegated to the Regional Director, BSFW (25 F.R. 8524) on 8-30-60;

NOW, THEREFORE, in consideration of the foregoing and of the mutual covenants herein contained, the parties hereto do hereby mutually agree that the body of said Lease, as amended, is amended to read as follows:

The Lessor does, by these presents, lease and demise unto Lessee the following described real estate and premises situated in the County of Williamson, State of Illinois, to-wit:

TRACT A

Six hundred and fifty and forty-eight hundredths (650.48) acres of land, shaded in red and designated as Site A on the plat attached hereto and made a part hereof and marked Exhibit A, and more particularly described by metes and bounds as Tract A in Exhibit B, attached hereto and made part hereof;

TRACT B

Three hundred and ten and eighty-four hundredths (310.84) acres of land, shaded in red and designated as Site B on the plat attached hereto and made a part hereof and marked Exhibit A, and more particularly described by metes and bounds as Tract B in Exhibit B, attached hereto and made a part hereof; and

TRACT C

Three hundred and eleven and eighty eight one hundredths (311.88) acres of land, shaded in red and designated as Site C on the plat attached hereto and made a part hereof and marked Exhibit A, and more particularly described by metes and bounds as Tract C in Exhibit B, attached hereto and made a part hereof.

TRACT D

Thirty four and fifty six hundredths (34.56) acres of land, consisting of two parcels designated as Parcels 1 and 2, shaded in red and designated as Site D on the plat attached hereto and made a part hereof and marked Exhibit A, and more particularly described by metes and bounds as Tract D in Exhibit B, attached hereto and made a part hereof;

TRACT E

Station Ordill and Yard Office Building, Y-1-1, shaded in red and designated as Site E on the plat attached hereto and made a part hereof and marked Exhibit A. The southeast corner of Building Y-1-1 is at the junction of coordinates 5444.3358 and 19,000.0W. Lessee shall, for the amount of rent specified below for such building, have the right to use the parking area adjacent to the leased building and all access roads and utility lead-ins;

TRACT F

Eighty two and fifty four one hundredths (82.54) acres of land, shaded in red and designated as Site F on the plat attached hereto and made a part hereof, and marked Exhibit A, and more particularly described by metes and bounds as Tract F in Exhibit B attached hereto and made a part hereof.

together with all tenements and appurtenances thereon or thereunto belonging and together with any and all additions, improvements, betterments or replacements to said land and the leased buildings situated thereon, made during the term of this lease, for use as business property and for research and development and manufacturing and storage purposes as set out in Paragraph FOUR hereof, subject, however, to the reservations contained in Paragraph TWENTY-ONE hereof and to the options of the Lessee provided for in Paragraph TWENTY-TWO hereof, for a term beginning on the 1st day of January, 1956, and ending on the 31st day of December, 1980, both inclusive, on the following terms and conditions, to-wit:

ONE: Lessee shall pay to Lessor the following rent:

<u>Leased Facility</u>	<u>Rental Rate Per Annum</u>
Tract A, 650.48 acres	\$1,300.96
Tract B, 310.84 acres	621.68
Tract C, 311.88 acres	623.76
Tract D, 34.56 acres	69.12
Services for which no specific charge is made	500.00
Boiler House on Tract A (Bldg. No. II-1-23)	1,020.00
Boiler House on Tract D (Bldg. No. P-1-14)	1,020.00
Existing Buildings, as of January 1, 1956, on Tracts A and D	.15 per sq. ft.
Existing Buildings as of date of occupancy on Tract F	.15 per sq. ft.



Leased Facility

Rental Rate Per Annum

E. Station Ordill and Yard Office  
(Bldg. No. Y-1-1), and the land  
covered by such building

\$627.75

Tract F, 82.54 acres

165.08

Existing Iglocs, as of January 1, 1956,  
on Tract B, and existing iglocs as of  
August 1, 1960, on Tract C

.10 per sq. ft.

New Construction

.02 per sq. ft.

The rental on the respective buildings shall be paid only for the periods of use and occupancy as hereinafter specified.

On or before the twentieth day of the month following the end of each calendar quarter, beginning with the quarter ending December 31, 1957, the Lessee will furnish to the Lessor a schedule showing (1) all buildings used and occupied by the Lessee during the preceding quarter, (2) if the use and occupancy of any such building commenced during such preceding quarter, the date on which such use and occupancy commenced, (3) if the use and occupancy of any such building ended during such preceding quarter, the date on which such use and occupancy ended, and (4) with respect to each such building, the number of square feet used and occupied by the Lessee during the preceding quarter or the specified part thereof. Such schedule shall show any adjustments in the advance rentals paid monthly, as hereinafter specified, necessitated by changes in use and occupancy during the preceding quarter. If any additional rental is due to the Lessor for the preceding quarter, it will be added to the next monthly payment of advance rental. Any overpayment of rental by the Lessee for the preceding quarter shall be deducted from the next monthly payment of advance rental. If in any quarter there is no change in the buildings and the number of square feet used and occupied, the Lessee shall, on or before the twentieth day of the first month following the end of such quarter, so notify the Lessor, and the Lessee shall not be required to submit a schedule for such preceding quarter.

"New construction" as used in this lease shall mean buildings constructed by Lessee and buildings in Area 12 remodeled by Lessee.

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of its option or options under Paragraph TWENTY-TWO hereof. Such payment shall be made by check or bank draft, payable to the United States Fish and Wildlife Service, and forwarded to the Project Manager, Fish and Wildlife Service, Crab Orchard National Wildlife Refuge, Carterville, Illinois.

TWO: Lessor, by a five (5) day notice in writing, may terminate this lease in the event:

- (a) a receiver or trustee is appointed for Lessee or its property, or Lessee makes an assignment for the benefit of creditors, or Lessee becomes insolvent, or a petition is filed by or against Lessee pursuant to any of the provisions of the United States Bankruptcy Act, as amended, for the purpose of adjudicating Lessee a bankrupt, or for the reorganization of Lessee, or for the purpose of effecting a composition or rearrangement with Lessee's creditors, and any such petition filed against Lessee is not dismissed within sixty (60) days; or
- (b) of any violation of any of the terms, conditions or covenants of this lease and the failure of Lessee to cure such violation within ten (10) days from the giving of a written notice thereof by Lessor to Lessee.

Upon the expiration or termination of this lease, as it may be extended by exercise of Lessee's options under Paragraph TWENTY-TWO hereof, Lessor shall have the right to invoke any remedy permitted by law or in equity for the protection of its interests hereunder, and Lessee hereby expressly waives all rights which it may have to redeem or to be served with any further notice of Lessor's intention to cancel or terminate this lease other than as herein provided. In the event this lease is terminated by reason of the violation by Lessee of any of its terms, conditions, or covenants, Lessor shall have the right to sue for and recover all unpaid rents and damages accrued or accruing under this lease or arising out of any violation thereof. If default be made in the payment of the above rent, or any part thereof, or in any of the covenants herein contained to be kept by the Lessee, Lessor may, at any time at its election, upon ten (10) days' written notice to Lessee,

demand possession of and re-enter said premises, or any part thereof, with or without process of law, and remove Lessee or any persons occupying the same, without releasing Lessee from its obligation to pay rent and all other sums as the same become due and payable until the expiration of the term of this lease. Provided such ten (10) days' notice shall have been given, as set out in the next preceding sentence, nothing contained in this paragraph shall limit the rights of Lessor to any of the remedies that would otherwise be available to Lessor under the Landlord and Tenant Act of the State of Illinois.

THREE: Lessee has inspected and knows the condition of the leased premises, and it is understood that the leased premises are hereby leased to Lessee without any obligation on the part of Lessor to make any alterations, repairs or additions thereto except as hereinafter provided in this agreement; SUBJECT, however, to removal by Lessor of existing personal property of previous tenants remaining on the premises as of the inception of this lease.

FOUR: Lessee shall have the right to use the leased premises for research and development and for the manufacture or production or storage of the following products: explosives and related products and chemicals, acids, ammonium nitrates, nitrocellulose, strontium nitrates and/or other materials necessary or useful in the manufacture or production of explosives or related products. Lessee shall not manufacture or produce on the leased premises chemicals, acids, or other ingredients which are not necessary for the manufacture or production of explosives or related products. However, Lessee shall have the right to dispose of any excess quantities of such chemicals, acids, or other ingredients which it does not need for the manufacture or production of its products, either by transfer to other locations or by sale to outside purchasers.

Lessee may make additions, improvements or alterations to the leased premises essential for its business, manufacturing, production, research or storage operations without the prior consent of Lessor, PROVIDED, however, that the Lessee shall notify Lessor within sixty

(60) days of such changes. The Lessee shall have the right to erect, construct or install upon the leased premises complete facilities for the manufacture or production of explosives and related products, including facilities necessary for the manufacture or production of chemicals, acids, ammonium nitrates, nitrocellulose, strontium nitrates, or other materials useful in the manufacture or production of explosives or related products, and Lessee shall have the right to install such furniture, fixtures, machinery and equipment or removable partitions of its own upon the leased premises as may, in its opinion, be necessary for the proper use thereof; and PROVIDED, that upon the expiration, termination or cancellation of this lease, within one hundred and eighty (180) days, or such additional time thereafter as may be allowed by Lessor, Lessee may remove any or all of such furniture, fixtures, machinery, equipment and removable partitions owned by it; it being understood that all expense in connection with any such removal by Lessee shall be borne by Lessee and that Lessee shall, at its own expense, promptly repair any damage to the leased premises occasioned by such removal, and that Lessee shall have the right, at its election, and with the consent of the Lessor, to abandon in place any such furniture, fixtures, machinery, equipment and removable partitions owned by it. Except as herein provided, any additions, improvements or alterations, and all replacements to the leased premises, shall become the property of Lessor and shall be subject to all the terms and conditions of this lease.

If Lessee does not remove its property from the demised premises within the one hundred and eighty (180) days, or within such additional time thereafter as may be allowed by Lessor therefor, Lessee shall pay Lessor double rent per day, computed from the expiration of said one hundred and eighty (180) day period or of such additional time thereafter as may be allowed by Lessor, to and including the date of Lessee's vacation, removal of Lessee's property from the demised premises, or to and including the date of completion of repairs necessitated by such removal, whichever is later; PROVIDED, however,

that Lessee shall, during the said period, continue to be bound by its covenants and agreements (except as to rental provided in Paragraph ONE hereof) as herein contained with respect to the demised premises, and to Lessor, notwithstanding the expiration, termination or cancellation of the terms of this lease. In the event Lessee shall hold over after the expiration of the term above demised for a sufficient period of time to create a renewal of this lease by operation of law, then any renewal or future right of possession not evidenced by an instrument in writing, executed and delivered by Lessor, shall be a tenancy from calendar month to calendar month and for no longer term.

Since the leased premises includes all of the former Ammonium Nitrate Plant Area designated as Area 12 of the Crab Orchard National Wildlife Refuge, and since all of the buildings and related personal property located thereon are scheduled for disposition by the Lessor by sale, destruction, or otherwise, and since such disposition now relates directly to the installation and establishment of the Lessee's facilities, as provided for in this lease, the Lessee agrees to decontaminate as necessary, raze and remove from the area all such buildings and related personal property, except such of these structures as may be usable in Lessee's operations, in consideration for which the Lessor agrees to accept the Lessee's services as full compensation for the clearing of Area 12 and for the value of any salvage deriving to the Lessee which may be disposed of by it in any manner it elects, including sale or removal from the site to other areas; PROVIDED, that the Lessee shall clean up all sites from which buildings and related personal property have been razed or removed, which clean-up shall include the burning, burying or removal of all debris resulting from razing or dismantling operations and the removal of all concrete pillars or walls above ground level, and need not include the removal of stone or concrete foundations or floor slabs at or below ground level; PROVIDED FURTHER, that the time and place of burning refuse and/or dumping debris shall be as designated by the Lessor; PROVIDED FURTHER, that, inasmuch as some or all of these buildings and related personal

property have been determined to be contaminated in varying degrees, the Lessee agrees it will release and indemnify the Lessor from any liability whatsoever for any personal injury, death, or harm of any nature whatsoever arising from the razing and disposal operations herein provided for, or from the use, removal, sale, or other disposition following such operations; PROVIDED FURTHER, that, in any case where it is found more convenient to leave any of these buildings standing in lieu of razing them and using them in the Lessee's operations, such buildings shall be regarded as "new construction" for the purposes of this lease agreement and for the purposes of determining rental rates as provided in Paragraph ONE hereof; and PROVIDED FURTHER, that the razing and removal operations herein provided for shall be completed by June 30, 1960. The buildings are in varying sizes and of varying construction and are identified by Nos. ANP-1-1 through ANP-1-13, Nos. ANP-1-15 through ANP-1-20, and Nos. ANP-T-21 through ANP-T-28.

Since Lessee will use the leased premises for the purposes of explosives research work and of operating a plant for the manufacture of explosives and related products, it is essential that Lessee be protected from encroachment upon the leased area by highways, buildings or other use which would interfere with the use by Lessee of its leased premises for explosives research or for explosives manufacturing purposes.

Lessor, therefore, agrees that during the term of this lease and any extension or renewal thereof, it shall, at its own expense, maintain as a buffer area around the premises leased by Lessee, that area which is shaded in green on the plat attached hereto and marked "Exhibit A".

During the term of this lease, or any extension or renewal thereof, Lessor will not, without the consent of the Lessee, permit the building on said buffer area of any highways, roads, buildings, or other structures except by a public authority under eminent domain or other similar legal means. Lessor will allow said buffer area to be used only for such economic land uses as farming, haying, grazing and timber harvest by permittees of Lessor, and for dog trials not

to exceed thirty-five (35) days each year. Such dog trials shall be conducted in such manner and in such places that they shall not endanger the Lessee's plant or the participants and shall not interfere with Lessee's operations.

Lessor shall, at its expense, provide police, guard and fire protection in the buffer area comparable to that provided elsewhere on the refuge to prevent trespass and overt acts and to suppress fire.

Lessor shall not permit the use of said buffer area by permittees in such manner that the use of firearms, smoking, building of fires or other practices might endanger Lessee's plant or magazines.

FIVE: "Leased premises", as used in this paragraph, means the real estate and any buildings or improvements in existence thereon at the date of the execution of this lease.

Lessee shall use reasonable care in the occupation, use and operation of the leased premises and shall at all times during the term of this lease, or, in the case of any building during the period of use and occupancy of such building, keep and maintain the same in a good state of repair; and Lessee shall, at its own expense, make all repairs and perform all maintenance necessary to keep the premises, not including unused and unoccupied buildings, at all times in as good condition as at the beginning of the term of this lease; and upon the expiration or termination of this lease, except as provided in Paragraph FOUR hereof, Lessee shall forthwith yield and place Lessor in peaceful possession of the leased premises free and clear of any liens, claims or encumbrances and, except as provided in this Paragraph FIVE, in as good condition as the premises existed at the commencement of this lease, ordinary wear and tear excepted, the condition of the premises at such time being reflected in the report of a joint survey of the condition of such premises conducted by representatives of Lessor and Lessee prior to the inception of the lease.

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Lessee's obligation to keep and maintain the leased premises in a good state of repair and to yield them in as good condition as the premises existed at the commencement of the lease, ordinary wear and tear excepted, does not impose any liability upon Lessee to restore or rebuild any buildings, structures or other improvements which are damaged or destroyed in whole or in part by causes which arise without the fault or negligence of Lessee, as provided in Paragraph SIX of this lease.

SIX: Lessee agrees that, in the event any property of the United States within the Crab Orchard Refuge Area, not including property constructed or installed by the Lessee, is damaged or destroyed as a result of Lessee's use and occupancy of the leased premises, if Lessor so requires, it shall be promptly repaired or replaced by Lessee so as to restore such property to the condition in which it existed immediately prior to such damage or destruction; PROVIDED, however, that the Lessee shall not be responsible to Lessor for loss of or damage to the leased premises or the buffer area occasioned by causes arising without the fault or negligence of Lessee.

SEVEN: Lessee shall be entitled to use such railroad facilities as are available on the leased area at no additional charge except that Lessee shall pay for switching such switching charges as are established by Lessor or its assigns. Lessee shall keep in repair and maintain the railroad track on the leased premises. Lessor shall maintain and keep in repair the portion of the railroad track not located on the land leased by Lessee. Should the railroad track through the leased land become part of a principal track furnishing service to others located beyond the leased area, Lessor shall bear the expense of repair and maintenance of such principal track.

Within the leased area, Lessee shall have the right to use, at no additional charge, all existing roads and highways and the right to construct such additional roads and highways as may be necessary for



for the use of the leased area. On Project lands not in the leased area, Lessee may use existing roads and highways designated by the Lessor in accordance with load limits and other rules established by Lessor, not more restrictive than those of the State of Illinois, and Lessee may construct, at such locations and under such reasonable conditions as may be imposed by Lessor, additional roads and highways as may be necessary for the use of the leased premises. Lessee shall keep in repair and maintain the roads and highways on the leased land, and Lessor shall keep in repair and maintain the ingress and egress roads and highways not located on the leased land.

EIGHT: Subject to exercise by the Lessee of its rights under Paragraph FOUR to abandon property erected, constructed or installed by it on the premises, if Lessee shall, upon expiration, termination or cancellation of this lease, fail or neglect to remove its property or restore the leased premises within the time provided, then Lessor may cause such property to be removed and the leased premises to be so restored, and the cost of such removal and restoration shall be paid by Lessee to Lessor on demand and no claims for damages against Lessor or its officers, agents, contractors or employees shall be created or made on account of such removal and restoration.

NINE: Lessor, or its designated representative, shall have the right to inspect the leased premises at all reasonable times during the term of this lease, provided that safety and operating rules and regulations of Lessee are observed.

TEN: Lessee shall, at all times during the term of this lease, exercise due diligence in the protection of the leased premises against damage or destruction by fire or other causes.

If the leased premises shall be damaged or destroyed, in whole or in part, the Lessor shall have the following options:

- (a) To terminate the lease as to the amount or portion affected by the loss (including the entire premises if such loss renders the entire premises substantially unusable); PROVIDED, however, that Lessee shall have the right, at its option, to elect to repair, restore or replace the damaged or



destroyed premises in as good condition as before the loss, and if it so elects, Lessor can not terminate the lease.

(b) To replace, restore or repair the damaged or destroyed premises in as good condition as before the loss.

(c) Subject to the approval of the Lessee, and if available, to assign similar buildings or facilities to Lessee in lieu of the premises so destroyed or damaged.

(d) Should Lessee not elect to repair, restore or replace, as provided in Option (a), or to accept the assignment of similar buildings, as provided in Option (c), and should Lessor within a reasonable time fail to replace, restore or repair the premises as provided in Option (b), then Lessee shall have the right to terminate the lease upon thirty (30) days' written notice.

The rents and other charges directly applicable to the unit or portion of the premises rendered unusable by reason of the loss shall be adjusted in accordance with whichever of the above options is exercised.

Lessee agrees to save Lessor harmless from any liability whatsoever because of accident or injury to persons or property belonging to third parties occurring in the use or operation of the leased premises or in connection with the occupancy thereof, resulting from the acts or omissions of the Lessee, its agents or servants.

ELEVEN: (a) Lessee shall provide any police or guard protection which it may desire for the leased area.

Lessor is now providing and maintaining fire protection service for certain areas of the Crab Orchard Wildlife Area, including the area in which the leased premises are located. However, due to the nature of Lessee's operation, it is understood that Lessor's personnel will not be required to enter the leased area for the purpose of extinguishing fires. It is further understood that Lessor, upon call from Lessee, will, if available, deliver a pumper with hose and other equipment to a point on the leased premises to be determined by agreement of the parties for the purpose of extinguishing fire or other purposes agreed upon by the

parties. This equipment will be turned over to Lessee's qualified personnel for their use as required for extinguishing fire within the leased area. Lessee is to be responsible for any damage to Lessor's equipment while in its custody. A representative of the Lessee will return the pumper and equipment to the Fire Station when it has served its purpose.

However, it is understood and agreed between the parties hereto that Lessor, at its option and upon not less than thirty (30) days' notice in writing to Lessee, may discontinue or suspend such service in any or all of the Crab Orchard Wildlife Areas, including the area in which the leased premises are located; PROVIDED, however, that Lessor, subject to the provisions of Subparagraph (c) of this Paragraph ELEVEN, may not suspend such service in the buffer area. The discontinuance or suspension of such service shall not constitute a reason or basis for adjustment or change in the amount of rental to be paid by Lessee as provided for herein, or for adjustment or change in any of the other terms hereof.

(b) Lessor shall furnish Lessee with treated water. Lessee shall pay for said water at the water rate schedule in effect at the time such water is furnished. In the event rates are revised in the future, any such revision shall be on a fair and reasonable basis.

Lessee shall have the right to use the existing sewage system. Lessee shall pay for such usage at the rate schedule in effect at the time of usage. In the event rates are revised in the future, any such revision shall be on a fair and reasonable basis.

Lessee shall have the right to take and use raw water from Crab Orchard Lake. There shall be no charge for such raw water so long as Lessee returns to the Lake substantially the amount of water so withdrawn; such returned water shall not adversely affect the existing operations of the Fish and Wildlife Service or its tenants.

Lessor's ability to furnish water and sewage services is dependent upon and limited to the present existing facilities for the production, processing and distribution of such services, and it is understood and agreed by the parties hereto that Lessor will not enlarge

or extend such facilities to permit a different production, processing and distribution than is possible as the facilities now exist, but that Lessee, with the prior written approval of Lessor and at Lessee's expense, may enlarge, extend or alter such facilities to permit different or additional services.

It is agreed between the parties hereto that in the event Lessor shall sell, lease or otherwise dispose of the facilities for the production, processing and distribution of water or sewage services, Lessor shall require the purchaser or grantee of the facility transferred to agree to furnish or continue furnishing such services if requested by Lessee to do so, and thereupon Lessor's liability in relation to the furnishing of such services shall cease and Lessor shall in no wise be liable thereafter for furnishing such services.

To the extent that Lessor has not already ~~leased~~ transmission lines and substations to the Central Illinois Public Service Company, Lessee shall have the right to use any existing transmission lines, substations and transformers on the leased area without any additional charge therefor.

If Lessee shall require any additional utility services and such services would necessitate easements or rights of way over the land of Lessor not leased to Lessee herein, Lessor shall grant to Lessee, or to such utilities furnishing service to Lessee, such rights of way or easements over land in the Crab Orchard Wildlife Area belonging to Lessor but not leased to Lessee. Such easements or rights of way shall be at locations approved by Lessor and accepted by Lessee, and subject to such reasonable conditions as may be required by Lessor.

(c) If the term of this contract extends beyond the current government fiscal year, the Lessor's liability for furnishing services and facilities herein provided for is contingent upon the availability of appropriations for expenditures beyond such fiscal year.

TWELVE: The following limitations shall apply to the shooting for testing purposes of dynamite and other explosives by Lessee on the leased area:

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1. Such testing shall be between the hours of 11:00 A.M. and 1:00 P.M., and at such other times and at such other places as may be approved by Lessor.
2. Not more than one stick of dynamite shall be used in any one shot except when sensitivity tests are conducted which require the use of two sticks.
3. If Lessee wishes to test explosives in connection with research and development work, as distinguished from testing of explosives which are in actual production, such testing in connection with research and development work shall be permitted with the prior approval of the Fish and Wildlife Service and in areas designated by the Service if such land area is available and testing is not in conflict with other uses of the Refuge.

THIRTEEN: In the occupation, use and operation of the leased premises or any part thereof, Lessee agrees to comply with all valid applicable state, municipal and local laws and rules, regulations and requirements of any departments and bureaus, and all local ordinances and regulations, including rules, regulations and requirements issued by Lessor, not inconsistent with the terms of this lease, governing the administration of the Crab Orchard Wildlife Area, of which the leased premises constitute a portion; and Lessee further agrees to indemnify and hold Lessor harmless from any liability or penalty which may be imposed by local or state authority or any department or bureau thereof by reason of any asserted violation by Lessee of such laws, rules, orders, ordinances or regulations; PROVIDED, however, that nothing herein contained shall prohibit Lessee from contesting in good faith the validity of such laws, rules, orders, ordinances or regulations.

FOURTEEN: Lessee agrees that in the performance of this lease it will comply with and give all stipulations and representations required by applicable federal laws, and in the performance of this lease that it will not discriminate against any employee or applicant for employment because of race, creed, color or national origin.

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FIFTEEN: Except with the prior written consent of Lessor, Lessee shall not sublet any part of the premises or assign this lease or any of its rights hereunder, or transfer, assign, mortgage or otherwise encumber any of the leased premises; PROVIDED, however, that this Paragraph FIFTEEN shall not prohibit Lessee, for its own account or under such other arrangements as it may deem desirable, without any expense to Lessor, from dispensing and selling food, soft drinks, tobacco products, confectionary and similar articles to employees of Lessee on the premises; and PROVIDED FURTHER, that Lessee shall have the right, without the prior written consent of the Lessor, to assign this lease to an affiliated or subsidiary company of Lessee, or to assign this lease to a successor company of the Lessee as may result from a merger or consolidation with another corporation or corporations.

SIXTEEN: Lessee warrants that it has not employed any person to solicit or secure this lease upon any agreement for a commission, percentage, brokerage or contingent fee.

SEVENTEEN: The failure of Lessor to insist in any one or more instances upon performances of any of the terms, covenants or conditions of this lease shall not be construed as a waiver or relinquishment of the future performance of any such term, covenant or condition, but Lessee's obligation with respect to such future performance shall continue in full force and effect.

EIGHTEEN: Subject to the provisions of Paragraph FIFTEEN hereof, this lease shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto.

NINETEEN: No member of or delegate to Congress or resident commissioner shall be admitted to any share or part of this lease or to any benefit that may arise therefrom, but this provision shall not be construed to apply to this lease if made with a corporation for its general benefit.

TWENTY: Any notice or advice to or demand upon the Lessee shall be in writing and shall be deemed to have been given or made on the day when it is sent by registered mail to the Lessee, addressed to Lessee at

East Alton, Illinois, or at such other address as Lessee may hereafter, from time to time, specify in writing for such purpose. Any advice or notice to or demand upon the Lessor shall be in writing and shall be deemed to have been given or made when it is sent by registered mail to Lessor, addressed to Project Manager, United States Fish and Wildlife Service, Crab Orchard National Wildlife Refuge, Carterville, Illinois, or at such other address as Lessor may hereafter, from time to time, specify in writing for such purposes.

TWENTY-ONE: It is agreed between the parties hereto that water, steam, gas and electric lines, and other utility or service installations or equipment which are part of a general distribution system and which enter upon or cross the leased premises, either under, on, or above surface, are specifically exempted from and not included as a part of the leased premises except as provided in Paragraph ELEVEN hereof. Lessee agrees that Lessor or its representatives may at any time enter upon the leased premises for the purpose of performing repairs, maintenance or replacement work on said utility installations, equipment and systems, provided that safety and operating rules and regulations of Lessee are observed.

TWENTY-TWO: Lessor hereby grants to Lessee two (2) successive options to renew the term of this lease on the terms and conditions herein provided; each option to be to renew the lease for an additional period of twenty-five (25) years, and each such option to be exercisable by written notice to the Lessor given no later than one (1) year prior to the expiration of the original term of this lease, or, if such lease is extended, prior to the expiration of the extended term, as the case may be.

At the end of the first ten (10) years of this lease and at the end of any year thereafter (including the two twenty-five (25) year extensions thereof), Lessee shall have the option to terminate the lease, provided Lessee gives Lessor one (1) year's written notice of such termination. After the effective date of such termination, Lessee shall have no further liability for the payment of rent except as provided in

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Paragraph FOUR hereof.

TWENTY-THREE: It is further agreed that the Lessee shall be granted, subject to any special restrictions imposed on the Lessor by current or future federal legislation, at any time during the term of this lease or any extension thereof, the right of first refusal of purchase of the property and/or buildings described herein and leased hereby, should it be determined that the said property is to be disposed of by sale.

TWENTY-FOUR: It is understood and agreed by and between the parties hereto that the within instrument constitutes the full and complete record of this transaction and that no statements, representations, commitments, or agreements, whether oral or written, unless incorporated herein, or added hereto by properly executed amendment, shall be of any force and effect, nor shall in any wise operate to vary the terms hereof.

TWENTY-FIVE: As used in this lease, the term "Director" shall mean the Director, Bureau of Sport Fisheries and Wildlife, United States Fish and Wildlife Service, his duly authorized representative or the successor to his functions and duties.

IN WITNESS WHEREOF, the parties hereto have executed this Lease, as amended, as of the day and year first above written.

UNITED STATES OF AMERICA  
Acting by and through  
The Secretary of the Interior

By: *R. Seena*  
Regional Director,  
Bur. of Sport Fisheries and Wildlife  
U. S. Fish and Wildlife Service

OLIN MATHIESON CHEMICAL CORPORATION

By: *W. L. Hamilton*  
Vice President

ATTEST:

*C. H. Hamilton*  
Assistant Secretary

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~~DESCRIPTION OF COLUMBIANUS.~~

I, William J. Schmitz, a Notary Public in and for the ~~District of Columbia~~ <sup>State of Minnesota</sup>, do hereby certify that R. W. Burwell, personally known to me to be <sup>Regional</sup> Director, Bureau of Sport Fisheries and Wildlife, United States Fish and Wildlife Service, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that as such <sup>Regional</sup> Director, Bureau of Sport Fisheries and Wildlife, United States Fish and Wildlife Service, he, being thereunto duly authorized, signed and delivered the said instrument as <sup>Regional</sup> Director, Bureau of Sport Fisheries and Wildlife, United States Fish and Wildlife Service, for and on behalf of the United States of America, acting by and through the Secretary of the Interior, and caused the seal of said Fish and Wildlife Service to be affixed thereto, pursuant to the powers and authority contained in Public Law 361, 80th Congress, approved August 5, 1947 (61 Stat. 770), as his free and voluntary act and as the free and voluntary act of the Secretary of the Interior and the United States of America, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 13th day of April,  
A. D., ~~1960~~ 1961.

  
Notary Public

My commission expires: \_\_\_\_\_

WILLIAM J. SCHMITZ  
Notary Public, Hennepin County, Minn.  
My Commission Expires Aug. 23, 1962

STATE OF ILLINOIS }  
COUNTY OF MADISON }

ss.

I, Mary E. McManus, a Notary Public in and for the State of Illinois, County of Madison, do hereby certify that Norl Hamilton, personally known to me to be the Vice President of Olin Mathieson Chemical Corporation, and John H. Caruthers, personally known to me to be the Assistant Secretary of said corporation, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such Vice President and Assistant Secretary, they signed and delivered the said instrument as Vice President and Assistant Secretary of said corporation and caused the corporate seal of said corporation to be affixed thereto, pursuant to authority given by the Board of Directors of said corporation, as their free and voluntary act and as the free and voluntary act of said corporation, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 27th day of  
March, A. D. 1961.

  
Notary Public

My commission expires: December 24, 1963

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EXHIBIT B CONTAINING METES AND BOUNDS  
DESCRIPTION OF LEASED AREA.

The following-described two (2) tracts of land are located in Illinois, Williamson County, in T. 10 S., R. 1 E., Sections 1, 2, 11, and 12 and T. 10 S., R. 2 E., Sections 6 and 7.

All bearings in these descriptions are turned from the True Meridian.

Tract "A"

Beginning at Corner 1, the coordinates of which in the Illinois Ordnance Area system of plane coordinates are 24,152.24S and 20,253.34W, approximately 46 feet north of the centerline of a paved road, said corner bearing N83°03'W., 478.5 feet from the  $\frac{1}{4}$  corner to Sections 5 and 6, of Township Ten (10) South, Range Two (2) East, Third Principal Meridian, and from which corner a 1½" iron pipe witness bears S.88°36'E., 232.45 feet; thence N.88°36'W., 1473.78 feet to Corner 2, on the north side of a paved road; thence S.0°34'W., 833.58 feet to Corner 3, on the west side of a paved road; thence S64°50'W., 4,872.78 feet to Corner 4, approximately 174 feet Southwest of a gravel road; thence S.0°58'W., 2,247.30 feet, in part by an old hedgerow, to Corner 5; thence S.70°56'E., 4,150.08 feet to Corner 6, an iron fence post in corner of wire fences northwest and east; thence with a wire fence, S.89°58'E., 425.70 feet to Corner 7, an iron fence post at corner of fences west and north; thence N.54°24'E., 2,429.46 feet to Corner 8, on the westerly right-of-way line of the proposed north-south highway, from which a 1½" IP witness bears N.54°24'E., 41.78 feet; thence northerly with said westerly right-of-way 100 feet from and normal to the center line thereof, N.0°04'E., 535.92 feet to Corner 9; N.0°04'W., 96.76 feet; N.0°20'W., 99.46 feet; N.0°36'W., 99.46 feet; N.0°52'W., 99.46 feet; N.1°08'W., 99.46 feet; N.1°24'W., 99.46 feet; N.1°40'W., 99.46 feet; N.1°56'W., 99.46 feet; N.2°12'W., 99.46 feet; N.2°28'W., 99.53 feet; N.2°41'W., 65.01 feet to Corner 10; thence N.2°46'W., 3,357.75 feet to Corner 11; thence leaving said right-of-way line, S87°14'W., 200.00 feet to Corner 12; thence N.2°46'W., 125.73 feet to the Place of Beginning; containing 650.48 acres, be the same more or less.

Tract "B"

Beginning at Corner 1, the coordinates of which in the Illinois Ordnance Area system of plane coordinates are 23,878.62S and 30,195.89W, an iron fence post at corner of fences north and southeast, 30.7 feet south of center line of east-west road, which corner bears N.51°58'W., 5,141.4 feet from Corner 4 of Tract "A"; thence with 8 lines along a woven wire fence, S.28°07'E., 1,575.42 feet to Corner 2; S.2°46'E., 2,502.72 feet to Corner 3; S.33°21'E., 456.72 feet to Corner 4; S.71°13'E., 271.92 feet to Corner 5; S.5°02'W., 37.62 feet to Corner 6; S.57°06'W., 713.46 feet to Corner 7; N.78°06'W., 2,649.24 feet to Corner 8; N.32°35'W., 3,221.46 feet to Corner 9, now marked by a 1" x 2" stake in the fence line; thence with a line projected from the northeast 33 feet south of and parallel to the road to the northeast, N.79°25'E., 1083.72 feet to a point 33' Southeast of said center line and marked by an iron pipe; thence with two lines 33 feet South of and parallel to said center line, N.61°29'E., 284.46 feet to an iron pipe; N.57°38'E., 2,189.88 feet to an iron pipe; N.88°10'E., 394.02 feet to the Place of Beginning; containing 310.84 acres, be the same more or less.

The above-described two (2) tracts of land are delineated on a map tracing designated INDUSTRIAL AREA BOUNDARIES FOR CONTRACT NO. 14-19-008-2675, Drawing No. M-ILL. 3-824, of record in the files of the U. S. Department of the Interior.

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~~The above-described two (2) tracts of land are delineated on a map tracing designated INDUSTRIAL AREA BOUNDARIES FOR CONTRACT NO. 14 19 008 2675, Drawing No. M-ILL. 3 824, of record in the files of the U. S. Department of the Interior.~~

Tract "C"

A parcel of land located in the Crab Orchard National Wildlife Refuge in the County of Williamson and State of Illinois in Sections 1 and 2, Township 10 South, Range 1 East and Section 35, Township 9 South, Range 1 East, Third Principal Meridian, consisting of all that land included within the following described boundaries: Beginning at Corner No. 1, the coordinates of which in the Illinois Ordnance Area system of plane coordinates are 23,878.62S and 30,195.89W, N. 51° 58' W. 77.90 chs. (5141.4 ft.) from Corner No. 4 of Site "A", thence S. 88° 10' W. 5.97 chs. (394.02 ft.) to Corner No. (1-1), thence S. 57° 38' W. 33.18 chs. (2189.88 ft.) to Corner No. (1-2), thence S. 61° 29' W. 4.31 chs. (284.46 ft.) to Corner No. (1-3), thence S. 79° 25' W. 16.42 chs. (1083.72 ft.) to Corner No. 2, thence N. 32° 35' W. 49.21 chs. (3247.86 ft.) to Corner No. 3, thence N. 57° 46' E. 42.57 chs. (2809.62 ft.) to Corner No. 4, thence N. 50° 13' E. 4.39 chs. (289.74 ft.) to Corner No. 5, thence S. 40° 08' E. 1.159 chs. (76.49 ft.) to Corner No. 6, thence N. 57° 10' E. 9.79 chs. (646.14 ft.) to Corner No. 7, thence S. 32° 48' E. 54.92 chs. (3624.72 ft.) to Corner No. 8, thence S. 89° 36' E. 2.319 chs. (153.05 ft.) to Corner No. 9, thence S. 0° 03' W. 2.229 chs. (147.11 ft.) to the point of beginning (Corner No. 1), containing 311.88 acres, more or less.

Tract "D"

The following-described two (2) parcels of land are located in Illinois, Williamson County, Township Nine (9) South, Range One (1) East, in the SE $\frac{1}{4}$  of Section twenty-four (24) and the NW $\frac{1}{4}$ NE $\frac{1}{4}$  of Section twenty-five (25), approximately one and one-half miles westerly of the Refuge Headquarters.

All bearings in this description are turned from the True Meridian.

Parcel 1

Beginning at Corner 1, the coordinates of which in the Illinois Ordnance area system of plane coordinates are 9679.33 ft. S. and 26616.50 ft. W., lying 116.5 feet west of the centerline of a N-S road at the point where said road curves to southwest, said Corner lying N.25°04'W., 16,058.5 feet from the  $\frac{1}{4}$  corner of Sections 6 and 5, T. 10 S., R. 2 E.; thence with 8 lines along the former location of a closed wire fence, S. 45° 08' W., 526.97 feet to Corner 2; N. 89° 52' W., 509.16 feet to Corner 3; N. 44° 52' W., 526.97 feet to Corner 4; N. 0° 08' E., 702.66 feet to Corner 5; N. 45° 08' E., 353.56 feet to Corner 6; S. 89° 52' E., 504.50 feet to Corner 7; S. 44° 52' E., 707.11 feet to Corner 8; S. 0° 08' W., 452.66 feet to the Place of Beginning; containing 31.39 acres, be the same more or less.

Parcel 2

Beginning at Corner 1, said corner being S.60°39'W., 140.1 feet from Corner 3 of Parcel 1; thence S.0°08'W., 351.0 feet to Corner 2; thence N. 89°52'W., 393.0 feet to Corner 3; thence N. 0°08'E., 351.0 feet to Corner 4; thence S.89°52'E., 393.0 feet to the Place of Beginning; containing 3.17 acres, be the same more or less.

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EXHIBIT B

The above-described two parcels of land contain in the aggregate 34.56 acres of land, more or less, and are delineated on a map tracing designated M-ILL. 3-828, dated January 15, 1957 and revised March 28, 1957, on record in the files of the U. S. Department of the Interior.

Tract "E"

Station Ordill and Yard Office Building, Y-1-1. The southeast corner of Building Y-1-1 is at the junction of coordinates 5444.335S and 19,000.0W.

Tract "F"

Beginning at Corner One, the coordinates of which, in the Illinois Ordinance System of Plane Coordinates are:

25959.06 South and 16777.63 West, and proceeding in a Southeasterly direction 937 feet to Point Two, having approximate coordinates 26375 South and 15940 West, then in a Southwesterly direction 90' to Point Three, having coordinates approximately 26470 South and 15980 West, and proceeding Southeasterly 100' to Point Four, having approximate coordinates 26515 South and 15875 West, then proceeding in a Northeasterly direction 90' to Point Five, having approximate coordinates 26430 South and 15850 West and proceeding in a Southeasterly direction 875 feet to Point Six, having coordinates 26827.09 South and 15073.99 West, and proceeding along the alignment of a former chain link fence 1576 feet in a Southwesterly direction to Point Seven, having coordinates 28231.32 South and 15789.48 West, and proceeding in a Westerly direction, following the alignment of a former chain link fence 842.6 feet to Point Eight, having coordinates 28493.51 South and 16596.51 West, and proceeding in a Northwesterly direction along the alignment of a former chain link fence for 550 feet to Point Nine, having coordinates 28243.82 South and 17086.56 West, and proceeding in a Northerly direction, following the alignment of a former chain link fence 981.5 feet to Point Ten, having coordinates 27262.87 South and 17241.39 West, and continuing in a Northerly direction along the alignment of a former chain link fence for 412.8 feet to Point Eleven, having coordinates 26850.07 South and 17241.39 West, and proceeding in a North by Northeasterly direction along the alignment of a former chain link fence for 1021.5 feet to the point of beginning.

The above-described tract of land contains in the aggregate 82.54 acres of land, more or less, and is delineated on a map designated Location Layout - Group III Bomb Loading Line Area No. III, ILLINOIS ORDINANCE PLANT, No. 10L15-A dated February 9, 1942, and revised June 30, 1942, which is on record in the files of the U. S. Department of the Interior.

EIGHTH AMENDMENT OF LEASE

This Eighth Amendment of Lease, made and entered into the 14th day of December, 1962, between the United States of America, acting by the Secretary of the Interior, through the Regional Director, Bureau of Sport Fisheries and Wildlife, United States Fish and Wildlife Service, under and pursuant to the authority contained in Public Law 361, 80th Congress (hereinafter referred to as the "Lessor") and Olin Mathieson Chemical Corporation, a Virginia corporation, having an office and place of business at 460 Park Avenue, New York, New York (hereinafter referred to as the "Lessee"),

WITNESSETH:

WHEREAS, by a certain Lease made and entered into as of the first day of January, 1956, as amended by a certain Amendment of Lease made and entered into as of the first day of March, 1956, a certain Second Amendment of Lease made and entered into as of the first day of January, 1957, a certain Third Amendment of Lease made and entered into as of the first day of July, 1957, and a Fourth Amendment of Lease made and entered into as of the 16th day of September, 1958, a Fifth Amendment of Lease made and entered into the 19th day of January, 1959, a Sixth Amendment of Lease made and entered into the 15th day of December, 1959, and a Seventh Amendment and Codification of Lease made and entered into as of the first day of August, 1960 by and between the Lessor and the Lessee (hereinafter referred to as "the Lease, as amended"), the Lessor has leased unto the Lessee certain real estate situated in the County of Williamson, State of Illinois, and described in the Lease, as amended; and

WHEREAS, Lessor and Lessee desire further to amend the Lease, as amended in order that the Lessor may release and surrender to Lessee Tract F as described in the Lease, as amended, consisting of 82.54 acres, the Lessor to be relieved effective December 31, 1962, of any further liability with respect to such Tract F; and

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WHEREAS, (a) pursuant to an order of the Secretary of the Interior, dated November 3, 1956 (21 F.R. 8513), the authority of the former Director, Fish and Wildlife Service, with respect to the leased lands and premises was transferred to the Director, Bureau of Sport Fisheries and Wildlife; (b) pursuant to Order 2821 of the Secretary of the Interior, dated July 11, 1957 (22 F.R. 5778), such authority was transferred to the Commissioner of Fish and Wildlife; and (c) pursuant to Commissioner's Order 4, dated October 8, 1957 (22 F.R. 8126), such authority was delegated to the Director, Bureau of Sport Fisheries and Wildlife; and (d) such authority was redelegated to the Regional Director, Bureau of Sport Fisheries and Wildlife (25 F.R. 8524) on August 30, 1960;

NOW, THEREFORE, in consideration of the foregoing and of the mutual covenants herein contained, the parties hereto do mutually agree as follows:

Effective on December 31, 1962 the following provisions are deleted from the Lease as amended:

(1) The paragraph appearing on page 3 of the Lease, as amended which reads as follows:

TRACT F

Eighty Two and Fifty Four One Hundredths (82.54) acres of land, shaded in red and designated as Site F on the plat attached hereto and made a part hereof, and marked Exhibit A, and more particularly described by metes and bounds as Tract F in Exhibit B attached hereto and made a part hereof.

(2) From paragraph ONE:

Existing Buildings as of date of occupancy on Tract F	\$ .15 per sq. ft.
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Tract F, 82.54 acres	\$165.08
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(3) There is hereby deleted from Exhibit A attached to the Lease, as amended Site F and the buffer area surrounding Site F. The eastern boundary of the buffer area surrounding Site A, as shown on Exhibit A to the Lease, as amended, shall revert to and become that which is shown on Exhibit A, which is attached to the Fourth Amendment and Codification of Lease between the parties

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hereto dated September 16, 1958.

(4) There is hereby deleted from Exhibit B attached to the Lease, as amended the following:

TRACT F

Beginning at Corner One, the coordinates of which, in the Illinois Ordinance System of Plane Coordinates are:

25959.06 South and 16777.63 West, and proceeding in a Southeasterly direction 937 feet to Point Two, having approximate coordinates 26375 South and 15940 West, then in a Southwesterly direction 90' to Point Three, having coordinates approximately 26470 South and 15980 West, and proceeding Southeasterly 100' to Point Four, having approximate coordinates 26515 South and 15875 West, then proceeding in a Northeasterly direction 90' to Point Five, having approximate coordinates 26430 South and 15850 West and proceeding in a Southeasterly direction 875 feet to Point Six, having coordinates 26827.09 South and 15073.99 West, and proceeding along the alignment of a former chain link fence 1576 feet in a Southwesterly direction to Point Seven, having coordinates 28231.32 South and 15789.48 West, and proceeding in a Westerly direction, following the alignment of a former chain link fence 842.6 feet to Point Eight, having coordinates 28493.51 South and 16596.51 West, and proceeding in a Northwesterly direction along the alignment of a former chain link fence for 550 feet to Point Nine, having coordinates 28243.82 South and 17086.56 West, and proceeding in a Northerly direction, following the alignment of a former chain link fence 981.5 feet to Point Ten, having coordinates 27262.87 South and 17241.39 West, and continuing in a Northerly direction along the alignment of a former chain link fence for 412.8 feet to Point Eleven, having coordinates 26850.07 South and 17241.39 West, and proceeding in a North by Northeasterly direction along the alignment of a former chain link fence for 1021.5 feet to the point of beginning.

The above-described tract of land contains in the aggregate 82.54 acres of land, more or less, and is delineated on a map designated Location Layout - Group III Bomb Loading Line Area No. III, ILLINOIS ORDINANCE PLANT, No. 10L15-A dated February 9, 1942, and revised June 30, 1942, which is on record in the files of the U. S. Department of the Interior.

(5) The effect of such deletions and of the Amendments contained in this Eighth Amendment of Lease shall be that after December 31, 1962, Lessee shall no longer have possession or control of Tract F and shall not have any liability for rent or maintenance, or any other liability arising under the Lease, as amended as to Tract F, except such as shall have arisen prior to December 31, 1962.

(6) Except as specifically amended herein, all the terms and conditions of the Lease, as amended, as set out in the Seventh

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Amendment and Codification of Lease, are hereby ratified and remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Eighth Amendment of Lease on the day and year first above written.

UNITED STATES OF AMERICA  
Acting by and through  
The Secretary of the Interior

By: *R. W. Burwell*  
Regional Director  
Bur. of Sport Fisheries and Wildlife  
U. S. Fish and Wildlife Service

OLIN MATHIESON CHEMICAL CORPORATION

By: *James L. Wetzel*  
Vice President

ATTEST:

*John H. Cawthra*  
Assistant Secretary

STATE OF Minnesota )  
COUNTY OF Hennepin ) SS

I, *William J. Schmitz*, a Notary Public in and for the State and County aforesaid, do hereby certify that *R. W. Burwell*, personally known to me to be Regional Director, Bureau of Sport Fisheries and Wildlife, United States Fish and Wildlife Service, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that as such Regional Director, Bureau of Sport Fisheries and Wildlife, United States Fish and Wildlife Service, he being thereunto duly authorized, signed and delivered the said instrument as Regional Director, Bureau of Sport Fisheries and Wildlife, United States Fish and Wildlife Service, for and on behalf of the United States of America, acting by and through the Secretary of the Interior, and caused the seal of said Fish and Wildlife Service to be affixed thereto, pursuant to the powers and authority contained in Public Law 361, 80th Congress, approved August 5, 1947 (61 Stat. 770), as his free and voluntary act and as the free and voluntary act of the Secretary of the Interior and the United States of America, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 14 day of Dec., A. D., 1962.

*William J. Schmitz*  
Notary Public

My commission expires: WILLIAM J. SCHMITZ  
Notary Public, Hennepin County, Minn.  
My Commission Expires Aug. 23, 1968.

STATE OF ILLINOIS )  
COUNTY OF MADISON ) SS

I, *Mary E. McManus*, a Notary Public in and for the State and County aforesaid, do hereby certify that *James L. Wetzel*, personally known to me to be

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the Vice President of Olin Mathieson Chemical Corporation, and John H. Caruthers, personally known to me to be the Assistant Secretary of said corporation, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such Vice President and Assistant Secretary, they signed and delivered the said instrument as Vice President and Assistant Secretary of said corporation and caused the corporate seal of said corporation to be affixed thereto, pursuant to authority given by the Board of Directors of said corporation, as their free and voluntary act and as the free and voluntary act of said corporation, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 6th day of December, A. D. 1962.

Mary E. McNamee  
Notary Public

My commission expires: December 24, 1963.

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NINTH AMENDMENT AND CODIFICATION  
OF LEASE

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This Ninth Amendment and Codification of Lease, made and entered into the 1st day of October, 1963, between the United States of America, acting by the Secretary of the Interior, through the Regional Director, Bureau of Sport Fisheries and Wildlife, United States Fish and Wildlife Service, under and pursuant to the authority contained in Public Law 361, 80th Congress (hereinafter referred to as the "Lessor"), and Olin Mathieson Chemical Corporation, a Virginia corporation, having an office and place of business at 460 Park Avenue, New York (hereinafter referred to as the "Lessee"),

WITNESSETH:

WHEREAS, by a certain Lease made and entered into as of the first day of January, 1956, as amended by an Amendment of Lease made and entered into as of the first day of March, 1956, a Second Amendment of Lease made and entered into as of the first day of January, 1957, a Third Amendment of Lease made and entered into as of the first day of July, 1957, and a Fourth Amendment of Lease made and entered into as of the 16th day of September, 1958, a Fifth Amendment of Lease made and entered into the 19th day of January, 1959, a Sixth Amendment of Lease made and entered into the 15th day of December, 1959, and a Seventh Amendment and Codification of Lease made and entered into as of the first day of August, 1960, and an Eighth Amendment of Lease made and entered into the 14th day of December, 1962, by and between the Lessor and the Lessee (hereinafter referred to as "the Lease, as amended"), the Lessor has leased unto the Lessee certain real estate situated in the County of Williamson, State of Illinois, and described in the Lease, as amended; and

WHEREAS, Lessor and Lessee desire to further amend the Lease, as amended, (a) in order to eliminate therefrom certain land which will be leased by Lessor to Commercial Solvents

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Corporation; and (b) to codify all of the provisions of said Lease, as amended, in one document, and

WHEREAS, the parties desire to provide in this Ninth Amendment and Codification of the Lease, as amended, for certain easements and rights of Lessee to use roads, railroad tracks, utilities, and other facilities on and over the lands which are being deleted from this Lease, as amended, and which are being leased by Lessor to Commercial Solvents Corporation, and

WHEREAS, (a) pursuant to an order of the Secretary of the Interior, dated November 3, 1956 (21 F.R. 8513), the authority of the former Director, Fish and Wildlife Service, with respect to the leased lands and premises was transferred to the Director, Bureau of Sport Fisheries and Wildlife; (b) pursuant to Order 2821 of the Secretary of the Interior, dated July 11, 1957 (22 F.R. 5778), such authority was transferred to the Commissioner of Fish and Wildlife; and (c) pursuant to Commissioner's Order 4, dated October 8, 1957 (22 F.R. 8126), such authority was delegated to the Director, Bureau of Sport Fisheries and Wildlife; and (d) such authority was redelegated to the Regional Director, Bureau of Sport Fisheries and Wildlife (25 F.R. 8524) on August 30, 1960;

NOW, THEREFORE, in consideration of the foregoing and of the mutual covenants herein contained, the parties hereto do mutually agree that the body of said Lease, as amended, is amended to read as follows:

The Lessor does, by these presents, lease and demise unto Lessee the following described real estate and premises situated in the County of Williamson, State of Illinois, to-wit:

TRACT B

Three hundred and ten and eighty-four hundredths (310.84) acres of land, shaded in yellow and designated as Site B on the plat attached hereto and made a part hereof and marked Exhibit A, and more particularly described by metes and bounds as Tract B in Exhibit B, attached hereto and made a part hereof; and

TRACT D

Thirty four and fifty six hundredths (34.56) acres of land, consisting of two parcels designated as Parcels 1 and 2, shaded in yellow and designated as Site D on the plat attached hereto and made a part hereof and marked Exhibit A, and more particularly described by metes and bounds as Tract D in Exhibit B, attached hereto and made a part hereof; and

TRACT X

Forty two and twenty eight hundredths (42.28) acres of land, more or less, shaded in yellow and designated as Site X on the plat attached hereto and made a part hereof and marked Exhibit A, and more particularly described by metes and bounds as Tract X on Exhibit B attached hereto and made a part hereof.

together with all tenements and appurtenances thereon or thereunto belonging and together with any and all additions, improvements, betterments or replacements to said land and the leased buildings situated thereon, made during the term of this lease, for use as business property and for research and development and manufacturing and storage purposes as set out in Paragraph FOUR hereof, subject, however, to the reservations contained in Paragraph TWENTY-ONE hereof and to the options of the Lessee provided for in Paragraph TWENTY-TWO hereof, and with the easements and rights over other land belonging to Lessor, and which is being leased by Lessor to Commercial Solvents Corporation as set out in Paragraph TWENTY-FOUR hereof, for a term beginning on the 1st day of October, 1963, and ending on the 31st day of December, 1980, both inclusive, on the following terms and conditions to-wit:

ONE: Lessee shall pay to Lessor the following rent:

<u>Leased Facility</u>	<u>Rental Rate Per Annum</u>
Tract B, 310.84 acres	\$621.68
Tract D, 34.56 acres	69.12
Tract X, 42.28 acres	84.60
Services for which no specific charge is made	100.00
Boiler House on Tract D (Bldg. No. P-1-14)	1,020.00
Existing Buildings as of January 1, 1956, on Tracts D and X	.15 per sq. ft.

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<u>Leased Facility</u>	<u>Rental Rate Per Annum</u>
Existing Igloos as of January 1, 1956, on Tract B	.10 per sq. ft.
New Construction	.02 per sq. ft.

The rental on the respective buildings shall be paid only for the periods of use and occupancy as hereinafter specified.

On or before the twentieth day of the month following the end of each calendar quarter, beginning with the quarter ending December 31, 1957, the Lessee will furnish to the Lessor a schedule showing (1) all buildings used and occupied by the Lessee during the preceding quarter, (2) if the use and occupancy of any such building commenced during such preceding quarter, the date on which such use and occupancy commenced, (3) if the use and occupancy of any such building ended during such preceding quarter, the date on which such use and occupancy ended, and (4) with respect to each such building, the number of square feet used and occupied by the Lessee during the preceding quarter or the specified part thereof. Such schedule shall show any adjustments in the advance rentals paid monthly, as hereinafter specified, necessitated by changes in use and occupancy during the preceding quarter. If any additional rental is due to the Lessor for the preceding quarter, it will be added to the next monthly payment of advance rental. Any overpayment of rental by the Lessee for the preceding quarter shall be deducted from the next monthly payment of advance rental. If in any quarter there is no change in the buildings and the number of square feet used and occupied, the Lessee shall, on or before the twentieth day of the first month following the end of such quarter, so notify the Lessor, and the Lessee shall not be required to submit a schedule for such preceding quarter.

"New construction" as used in this lease shall mean buildings constructed by Lessee. It shall not include facilities such as tanks, unloading docks, covered conveyors, ramps, walkways or similar structures outside of buildings; settling

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or watertreating basins or any structure built over any such basin for protection thereof; any structure built over an outside tank for protection; or any other similar structure.

If only a part of a building is used, the rental will be based only <sup>on</sup> the part of the building which is used. Rent on the buildings, including new construction, shall begin on the first of the month following commencement of use and occupancy of such buildings by Lessee.

With respect to any building, or part thereof, used by Lessee for manufacturing, production or research, "use and occupancy" shall commence when Lessee shall have completed the cleaning, remodeling and installation of equipment in the building, or part thereof, and start operations, and shall cease and terminate at the end of the month in which such operations are shut down or discontinued. With respect to any building, or part thereof, which is used by Lessee for any purposes other than manufacturing, production or research, "use and occupancy" shall commence when Lessee shall have completed the cleaning and remodeling of the building, or part thereof, and shall start to use such building, or part thereof, for storage or other purposes, and shall cease and terminate at the end of the month in which it stops using such building or part thereof for such purpose. With respect to new construction, "use and occupancy" shall commence when the respective buildings or addition has been completed and the necessary equipment installed therein and actual use of such building or addition by Lessee has begun, and shall cease and terminate as set out in the two preceding sentences.

Such rental shall be paid in monthly installments, payable in advance on the first day of each and every calendar month, commencing January 1, 1956, except as above otherwise indicated, during the term of this lease as it may be extended by exercise by the Lessee of its option or options under Paragraph TWENTY-TWO hereof. Such payment shall be made by check or bank draft, payable to the United States Fish and Wildlife Service, and

forwarded to the Project Manager, Fish and Wildlife Service, Crab Orchard National Wildlife Refuge, Carterville, Illinois.

TWO: Lessor, by a five (5) day notice in writing, may terminate this lease in the event:

(a) a receiver or trustee is appointed for Lessee or its property, or Lessee makes an assignment for the benefit of creditors, or Lessee becomes insolvent, or a petition is filed by or against Lessee pursuant to any of the provisions of the United States Bankruptcy Act, as amended, for the purpose of adjudicating Lessee a bankrupt, or for the reorganization of Lessee, or for the purpose of effecting a composition or rearrangement with Lessee's creditors, and any such petition filed against Lessee is not dismissed within sixty (60) days; or (b) of any violation of any of the terms, conditions or covenants of this lease and the failure of Lessee to cure such violation within ten (10) days from the giving of a written notice thereof by Lessor to Lessee.

Upon the expiration or termination of this lease, as it may be extended by exercise of Lessee's options under Paragraph TWENTY-TWO hereof, Lessor shall have the right to invoke any remedy permitted by law or in equity for the protection of its interests hereunder, and Lessee hereby expressly waives all rights which it may have to redeem or to be served with any further notice of Lessor's intention to cancel or terminate this lease other than as herein provided. In the event this lease is terminated by reason of the violation by Lessee of any of its terms, conditions, or covenants, Lessor shall have the right to sue for and recover all unpaid rents and damages accrued or accruing under this lease or arising out of any violation thereof. If default be made in the payment of the above rent, or any part thereof, or in any of the covenants herein contained to be kept by the Lessee, Lessor may, at any time at its election, upon ten (10) days' written notice to Lessee, demand possession of and re-enter said premises, or any

part thereof, with or without process of law, and remove Lessee or any persons occupying the same, without releasing Lessee from its obligation to pay rent and all other sums as the same become due and payable until the expiration of the term of this lease. Provided such ten (10) days' notice shall have been given, as set out in the next preceding sentence, nothing contained in this paragraph shall limit the rights of Lessor to any of the remedies that would otherwise be available to Lessor under the Landlord and Tenant Act of the State of Illinois.

THREE: Lessee has inspected and knows the condition of the leased premises, and it is understood that the leased premises are hereby leased to Lessee without any obligation on the part of Lessor to make any alterations, repairs or additions thereto except as hereinafter provided in this agreement.

FOUR: Lessee shall have the right to use the leased premises for research and development and for the manufacture or production or storage of the following products: explosives and related products and chemicals, acids, ammonium nitrates, nitrocellulose, strontium nitrates and/or other materials necessary or useful in the manufacture or production of explosives or related products. Lessee shall not manufacture or produce on the leased premises chemicals, acids, or other ingredients which are not necessary for the manufacture or production of explosives or related products. However, Lessee shall have the right to dispose of any excess quantities of such chemicals, acids, or other ingredients which it does not need for the manufacture or production of its products, either by transfer to other locations or by sale to outside purchasers.

Lessee may make additions, improvements or alterations to the leased premises essential for its business, manufacturing, production, research or storage operations without the prior consent of Lessor, PROVIDED, however, that the Lessee shall notify Lessor within sixty (60) days of such changes. The Lessee shall have the right to erect, construct or install upon the leased premises complete facilities for the manufacture, production, or



storage of explosives and related products, including facilities necessary for the manufacture or production of chemicals, acids, ammonium nitrates, nitrocellulose, strontium nitrates, or other materials useful in the manufacture or production of explosives or related products, and Lessee shall have the right to install such furniture, fixtures, machinery and equipment or removable partitions of its own upon the leased premises as may, in its opinion, be necessary for the proper use thereof; and PROVIDED, that upon the expiration, termination or cancellation of this lease, within one hundred and eighty (180) days, or such additional time thereafter as may be allowed by Lessor, Lessee may remove any or all of such furniture, fixtures, machinery, equipment and removable partitions owned by it; it being understood that all expense in connection with any such removal by Lessee shall be borne by Lessee and that Lessee shall, at its own expense, promptly repair any damage to the leased premises occasioned by such removal, and that Lessee shall have the right, at its election, and with the consent of the Lessor, to abandon in place any such furniture, fixtures, machinery, equipment and removable partitions owned by it. Except as herein provided, any additions, improvements or alterations, and all replacements to the leased premises, shall become the property of Lessor and shall be subject to all the terms and conditions of this lease.

If Lessee does not remove its property from the demised premises within the one hundred and eighty (180) days, or within such additional time thereafter as may be allowed by Lessor therefor, Lessee shall pay Lessor double rent per day, computed from the expiration of said one hundred and eighty (180) day period or of such additional time thereafter as may be allowed by Lessor, to and including the date of Lessee's vacation, removal of Lessee's property from the demised premises, or to and including the date of completion of repairs necessitated by such removal, whichever is later; PROVIDED, however, that Lessee shall, during the said period, continue to be bound by its covenants and agreements

(except as to rental provided in Paragraph ONE hereof) as herein contained with respect to the demised premises, and to Lessor, notwithstanding the expiration, termination or cancellation of the terms of this lease. In the event Lessee shall hold over after the expiration of the term above demised for a sufficient period of time to create a renewal of this lease by operation of law, then any renewal or future right of possession not evidenced by an instrument in writing, executed and delivered by Lessor, shall be a tenancy from calendar month to calendar month and for no longer term.

Since Lessee will use the leased premises for the purposes of explosives research work and of operating a plant for the manufacture of explosives and related products, it is essential that Lessee be protected from encroachment upon the leased area by highways, buildings or other use which would interfere with the use by Lessee of its leased premises for explosives research or for explosives manufacturing purposes.

Lessor, therefore, agrees that during the term of this lease and any extension or renewal thereof, it shall, at its own expense, maintain as a buffer area around the premises leased by Lessee, that area which is shaded in green of the plat attached hereto and marked "Exhibit A".

During the term of this lease, or any extension or renewal thereof, Lessor will not, without the consent of the Lessee, permit the building on said buffer area of any highways, roads, buildings, or other structures except by a public authority under eminent domain or other similar legal means. Lessor will allow said buffer area to be used only for such economic land uses as farming, haying, grazing and timber harvest by permittees of Lessor, and for dog trials not to exceed thirty-five (35) days each year. Such dog trials shall be conducted in such manner and in such places that they shall not endanger the Lessee's plant or the participants and shall not interfere with Lessee's operations.

Lessor shall, at its expense, provide police, guard and

fire protection in the buffer area comparable to that provided elsewhere on the refuge to prevent trespass and overt acts and to suppress fire.

Lessor shall not permit the use of said buffer area by permittees in such manner that the use of firearms, smoking, building of fires or other practices might endanger Lessee's plant or magazines.

FIVE: "Leased premises", as used in this paragraph, means the real estate and any buildings or improvements in existence thereon at the date of the execution of this lease, as amended.

Lessee shall use reasonable care in the occupation, use and operation of the leased premises and shall at all times during the term of this lease, or, in the case of any building during the period of use and occupancy of such building, keep and maintain the same in a good state of repair; and Lessee shall, at its own expense, make all repairs and perform all maintenance necessary to keep the premises, not including unused and unoccupied buildings, at all times in as good condition as at the beginning of the term of this lease; and upon the expiration or termination of this lease, except as provided in Paragraph FOUR hereof, Lessee shall forthwith yield and place Lessor in peaceful possession of the leased premises free and clear of any liens, claims or encumbrances and, except as provided in this Paragraph FIVE, in as good condition as the premises existed at the commencement of this lease, ordinary wear and tear excepted, the condition of the premises at such time being reflected in the report of a joint survey of the condition of such premises conducted by representatives of Lessor and Lessee prior to the inception of the lease.

Lessee's obligation to keep and maintain the leased premises in a good state of repair and to yield them in as good condition as the premises existed at the commencement of the lease, ordinary wear and tear excepted, does not impose any liability upon Lessee to restore or rebuild any buildings,

structures or other improvements which are damaged or destroyed in whole or in part by causes which arise without the fault or negligence of Lessee, as provided in Paragraph SIX of this lease.

SIX: Lessee agrees that, in the event any property of the United States within the Crab Orchard Refuge Area, not including property constructed or installed by the Lessee, is damaged or destroyed as a result of Lessee's use and occupancy of the leased premises, if Lessor so requires, it shall be promptly repaired or replaced by Lessee so as to restore such property to the condition in which it existed immediately prior to such damage or destruction; PROVIDED, however, that the Lessee shall not be responsible to Lessor for loss of or damage to the leased premises or the buffer area occasioned by causes arising without the fault or negligence of Lessee.

SEVEN: Lessee shall be entitled to use such railroad facilities as are available on the leased area at no additional charge except that Lessee shall pay for switching, such switching charges as are established by Lessor or its assigns. Lessee shall keep in repair and maintain the railroad track on the leased premises. Lessor shall maintain and keep in repair the portion of the railroad track not located on the land leased by Lessee. Should the railroad track through the leased land become part of a principal track furnishing service to others located beyond the leased area, Lessor shall bear the expense of repair and maintenance of such principal track.

Within the leased area, Lessee shall have the right to use, at no additional charge, all existing roads and highways and the right to construct such additional roads and highways as may be necessary for the use of the leased area. On Project lands not in the leased area, Lessee may use existing roads and highways designated by the Lessor in accordance with load limits and other rules established by Lessor, not more restrictive than those of the State of Illinois, and Lessee may construct, at such locations and under such reasonable conditions as may be imposed by Lessor, additional roads and highways as may be

necessary for the use of the leased premises. Lessee shall keep in repair and maintain the roads and highways on the leased land, and Lessor shall keep in repair and maintain the ingress and egress roads and highways not located on the leased land.

EIGHT: Subject to exercise by the Lessee of its rights under Paragraph FOUR to abandon property erected, constructed or installed by it on the premises, if Lessee shall, upon expiration, termination or cancellation of this lease, fail or neglect to remove its property or restore the leased premises within the time provided, then Lessor may cause such property to be removed and the leased premises to be so restored, and the cost of such removal and restoration shall be paid by Lessee to Lessor on demand and no claims for damages against Lessor or its officers, agents, contractors or employees shall be created or made on account of such removal and restoration.

NINE: Lessor, or its designated representative, shall have the right to inspect the leased premises at all reasonable times during the term of this lease, provided that safety and operating rules and regulations of Lessee are observed.

TEN: Lessee shall, at all times during the term of this lease, exercise due diligence in the protection of the leased premises against damage or destruction by fire or other causes.

If the leased premises shall be damaged or destroyed, in whole or in part, the Lessor shall have the following options:

- (a) To terminate the lease as to the amount or portion affected by the loss (including the entire premises if such loss renders the entire premises substantially unusable); PROVIDED, however, that Lessee shall have the right, at its option, to elect to repair, restore or replace the damaged or destroyed premises in as good condition as before the loss, and if it so elects, Lessor can not terminate the lease.
- (b) To replace, restore or repair the damaged or destroyed premises in as good condition as before the loss.

(c) Subject to the approval of the Lessee, and if available, to assign similar buildings or facilities to Lessee in lieu of the premises so destroyed or damaged.

(d) Should Lessee not elect to repair, restore or replace, as provided in Option (a), or to accept the assignment of similar buildings, as provided in Option (c), and should Lessor within a reasonable time fail to replace, restore or repair the premises as provided in Option (b), then Lessee shall have the right to terminate the lease upon thirty (30) days' written notice.

The rents and other charges directly applicable to the unit or portion of the premises rendered unusable by reason of the loss shall be adjusted in accordance with whichever of the above options is exercised.

Lessee agrees to save Lessor harmless from any liability whatsoever because of accident or injury to persons or property belonging to third parties occurring in the use or operation of the leased premises or in connection with the occupancy thereof, resulting from the acts or omissions of the Lessee, its agents or servants.

ELEVEN: (a) Lessee shall provide any police or guard protection which it may desire for the leased area.

Lessor is now providing and maintaining fire protection service for certain areas of the Crab Orchard Wildlife Area, including the area in which the leased premises are located. However, due to the nature of Lessee's operation, it is understood that Lessor's personnel will not be required to enter the leased area for the purpose of extinguishing fires. It is further understood that Lessor, upon call from Lessee, will, if available, deliver a pumper with hose and other equipment to a point on the leased premises to be determined by agreement of the parties for the purpose of extinguishing fire or other purposes agreed upon by the parties. This equipment will be turned over to Lessee's qualified personnel

for their use as required for extinguishing fire within the leased area. Lessee is to be responsible for any damage to Lessor's equipment while in its custody. A representative of the Lessee will return the pumper and equipment to the Fire Station when it has served its purpose.

However, it is understood and agreed between the parties hereto that Lessor, at its option and upon not less than thirty (30) days' notice in writing to Lessee, may discontinue or suspend such service in any or all of the Crab Orchard Wildlife Areas, including the area in which the leased premises are located; PROVIDED, however, that Lessor, subject to the provisions of Subparagraph (c) of this Paragraph ELEVEN, may not suspend such service in the buffer area. The discontinuance or suspension of such service shall not constitute a reason or basis for adjustment or change in the amount of rental to be paid by Lessee as provided for herein, or for adjustment or change in any of the other terms hereof.

(b) Lessor shall furnish Lessee with treated water. Lessee shall pay for said water at the water rate schedule in effect at the time such water is furnished. In the event rates are revised in the future, any such revision shall be on a fair and reasonable basis.

Lessee shall have the right to use the existing sewage system. Lessee shall pay for such usage at the rate schedule in effect at the time of usage. In the event rates are revised in the future, any such revision shall be on a fair and reasonable basis.

Lessee shall have the right to take and use raw water from Crab Orchard Lake. There shall be no charge for such raw water so long as Lessee returns to the Lake substantially the amount of water so withdrawn; such returned water shall not adversely affect the existing operations of the Fish and Wildlife Service or its tenants.

Lessor's ability to furnish water and sewage services is

dependent upon and limited to the present existing facilities for the production, processing and distribution of such services, and it is understood and agreed by the parties hereto that Lessor will not enlarge or extend such facilities to permit a different production, processing and distribution than is possible as the facilities now exist, but that Lessee, with the prior written approval of Lessor and at Lessee's expense, may enlarge, extend or alter such facilities to permit different or additional services.

It is agreed between the parties hereto that in the event Lessor shall sell, lease or otherwise dispose of the facilities for the production, processing and distribution of water or sewage services, Lessor shall require the purchaser or grantee of the facility transferred to agree to furnish or continue furnishing such services if requested by Lessee to do so, and thereupon Lessor's liability in relation to the furnishing of such services shall cease and Lessor shall in no wise be liable thereafter for furnishing such services.

To the extent that Lessor has not already leased transmission lines and substations to the Central Illinois Public Service Company, Lessee shall have the right to use any existing transmission lines, substations and transformers on the leased area without any additional charge therefor.

If Lessee shall require any additional utility services and such services would necessitate easements or rights of way over the land of Lessor not leased to Lessee herein, Lessor shall grant to Lessee, or to such utilities furnishing service to Lessee, such rights of way or easements over land in the Crab Orchard Wildlife Area belonging to Lessor but not leased to Lessee. Such easements or rights of way shall be at locations approved by Lessor and accepted by Lessee, and subject to such reasonable conditions as may be required by Lessor.

(c) If the term of this contract extend beyond the current government fiscal year, the Lessor's liability for furnishing



services and facilities herein provided for is contingent upon the availability of appropriations for expenditures beyond such fiscal year.

TWELVE: The following limitations shall apply to the shooting for testing purposes of explosives by Lessee on the leased area:

If Lessee wishes to test explosives in connection with production, research and development work, such testing in connection with production, research and development work shall be permitted with the prior approval of the Fish and Wildlife Service and in areas designated by the Service if such land area is available and testing is not in conflict with other uses of the Refuge.

THIRTEEN: In the occupation, use and operation of the leased premises or any part thereof, Lessee agrees to comply with all valid applicable state, municipal and local laws and rules, regulations and requirements of any departments and bureaus, and all local ordinances and regulations, including rules, regulations and requirements issued by Lessor, not inconsistent with the terms of this lease, governing the administration of the Crab Orchard Wildlife Area, of which the leased premises constitute a portion; and Lessee further agrees to indemnify and hold Lessor harmless from any liability or penalty which may be imposed by local or state authority or any department or bureau thereof by reason of any asserted violation by Lessee of such laws, rules, orders, ordinances or regulations; PROVIDED, however, that nothing herein contained shall prohibit Lessee from contesting in good faith the validity of such laws, rules, orders, ordinances or regulations.

FOURTEEN: Lessee agrees that in the performance of this lease it will comply with and give all stipulations and representations required by applicable federal laws, and in the performance of this lease that it will not discriminate against

any employee or applicant for employment because of race, creed, color or national origin.

FIFTEEN: Except with the prior written consent of Lessor, Lessee shall not sublet any part of the premises or assign this lease or any of its rights hereunder, or transfer, assign, mortgage or otherwise encumber any of the leased premises; PROVIDED, however, that this Paragraph FIFTEEN shall not prohibit Lessee, for its own account or under such other arrangements as it may deem desirable, without any expense to Lessor, from dispensing and selling food, soft drinks, tobacco products, confectionary and similar articles to employees of Lessee on the premises; and PROVIDED FURTHER, that Lessee shall have the right, without the prior written consent of the Lessor, to assign this lease to an affiliated or subsidiary company of Lessee, or to assign this lease to a successor company of the Lessee as may result from a merger or consolidation with another corporation or corporations.

SIXTEEN: Lessee warrants that it has not employed any person to solicit or secure this lease upon any agreement for a commission, percentage, brokerage or contingent fee.

SEVENTEEN: The failure of Lessor to insist in any one or more instances upon performances of any of the terms, covenants or conditions of this lease shall not be construed as a waiver or relinquishment of the future performance of any such term, covenant or condition, but Lessee's obligation with respect to such future performance shall continue in full force and effect.

EIGHTEEN: Subject to the provisions of Paragraph FIFTEEN hereof, this lease shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto.

NINETEEN: No member of or delegate to Congress or resident commissioner shall be admitted to any share or part of this lease or to any benefit that may arise therefrom, but this provision shall not be construed to apply to this lease if made

with a corporation for its general benefit.

TWENTY: Any notice or advice to or demand upon the Lessee shall be in writing and shall be deemed to have been given or made on the day when it is sent by registered mail to the Lessee, addressed to Lessee at East Alton, Illinois, or at such other address as Lessee may hereafter, from time to time, specify in writing for such purpose. Any advice or notice to or demand upon the Lessor shall be in writing and shall be deemed to have been given or made when it is sent by registered mail to Lessor, addressed to Project Manager, United States Fish and Wildlife Service, Crab Orchard National Wildlife Refuge, Carterville, Illinois, or at such other address as Lessor may hereafter, from time to time, specify in writing for such purposes.

TWENTY-ONE: It is agreed between the parties hereto that water, steam, gas and electric lines, and other utility or service installations or equipment which are part of a general distribution system and which enter upon or cross the leased premises, either under, on or above surface, are specifically exempted from and not included as a part of the leased premises except as provided in Paragraph ELEVEN hereof. Lessee agrees that Lessor or its representatives may at any time enter upon the leased premises for the purpose of performing repairs, maintenance or replacement work on said utility installations, equipment and systems, provided that safety and operating rules and regulations of Lessee are observed.

TWENTY-TWO: Lessor hereby grants to Lessee two (2) successive options to renew the term of this lease on the terms and conditions herein provided; each option to be to renew the lease for an additional period of twenty-five (25) years, and each such option to be exercisable by written notice to the Lessor given no later than one (1) year prior to the expiration of the original term of this lease, or, if such lease is extended, prior to the expiration of the extended

term, as the case may be.

At the end of the first ten (10) years of this lease and at the end of any year thereafter (including the two twenty-five (25) year extensions thereof), Lessee shall have the option to terminate the lease, provided Lessee gives Lessor one (1) year's written notice of such termination. After the effective date of such termination, Lessee shall have no further liability for the payment of rent except as provided in Paragraph FOUR hereof.

TWENTY-THREE: It is further agreed that the Lessee shall be granted, subject to any special restrictions imposed on the Lessor by current or future federal legislation, at any time during the term of this lease or any extension thereof, the right of first refusal of purchase of the property and/or buildings described herein and leased hereby, should it be determined that the said property is to be disposed of by sale.

TWENTY-FOUR: It is agreed by the parties hereto that Lessee shall have, for the term of this Lease, without charge therefor, an easement for the use of existing or hereafter built, roads over the land leased by Lessor to Commercial Solvents Corporation for ingress and egress to Tracts B, D, and X, and also over lands of Lessor not included in the Lease from Lessor to Commercial Solvents Corporation. Lessee may use such existing or hereafter built roads and highways in accordance with load limits and other rules established by Lessor, not more restrictive than those of the State of Illinois.

It is further agreed that Lessee shall have the right to use the railroad tracks, utilities necessary for Lessee to obtain water, steam, electricity, and compressed air located on the land leased by Lessor to Commercial Solvents Corporation and other land of Lessor, as required by Lessee to conduct its operations on Tracts B, D, and X, and to fully utilize them for the purposes permitted by this Lease. Lessee shall pay for switching, such switching charges as are established by Lessor

or its assigns.

Such easements and the right to use the railroad tracks, and utilities, shall remain in force so long as Commercial Solvents Corporation, its successors, assigns, and sub-tenants remain tenants of the land leased by Lessor to Commercial Solvents Corporation, and if Commercial Solvents Corporation should assign or sub-let its interest in said Lease or any part thereof, such assignment or sub-lease shall be subject to such easements and to Lessee's rights hereunder.

Since Lessee will use Tracts B, D, and X for the purposes of explosives research work, and for a plant for the storage, manufacture and processing of explosives material and related products, it is essential that Lessee be protected from encroachment upon Tracts B, D, and X by highways, buildings, or other uses which would interfere with the use by Lessee of Tracts B, D, and X for explosives research, manufacturing, storage or processing.

Lessor agrees that during the term of the Lease to Commercial Solvents Corporation Lessor will maintain the present buffer area shown in green on Exhibit A to the Lease to Commercial Solvents Corporation, a copy of which Exhibit A is attached hereto. Should Commercial Solvents Corporation assign or sub-let its interest in the Lease, or any part thereof, such assignment or sub-letting shall be subject to Lessee's rights with respect to the buffer area hereunder.

Lessor agrees that if Commercial Solvents Corporation, or any successor or assignee of Commercial Solvents Corporation should terminate the Lease from Lessor to Commercial Solvents Corporation, Lessee shall have the right, if it so desires, to have the buffer area so shown in green on Exhibit A, or such part thereof as may be necessary, included in this Lease in order to protect Lessee from encroachment on Tracts B, D, and X and to insure that Lessee can continue to use Tracts B, D, and X for explosives research,

manufacturing, and processing purposes.

TWENTY-FIVE: It is understood and agreed by and between the parties hereto that the within instrument constitutes the full and complete record of this transaction and that no statements, representations, commitments, or agreements, whether oral or written, unless incorporated herein, or added hereto by properly executed amendment, shall be of any force and effect, nor shall in any wise operate to vary the terms hereof.

TWENTY-SIX: As used in this lease, the term "Director" shall mean the Director, Bureau of Sport Fisheries and Wildlife, United States Fish and Wildlife Service, his duly authorized representative or the successor of his functions and duties.

IN WITNESS WHEREOF, the parties hereto have executed this Lease as of the day and year first above written.

UNITED STATES OF AMERICA  
Acting by and through  
The Secretary of the Interior

By: W. A. Watkins  
Acting Regional Director,  
Bureau of Sport Fisheries & Wildlife  
U. S. Fish and Wildlife Service

OLIN MATHIESON CHEMICAL CORPORATION

By: Russell N. Sweet  
President

ATTEST:

John H. Caruthers  
Assistant Secretary

STATE OF MINNESOTA:  
~~NOTARY PUBLIC~~ SS.

I, Lincoln F. Thomas, a Notary Public in and for the ~~State of Minnesota~~ County of Hennepin, do hereby certify that W. A. Watkins, personally known to me to be Regional Director, Bureau of Sport Fisheries and Wildlife, United States Fish and Wildlife Service, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that as such Regional Director, Bureau of Sport Fisheries and Wildlife, United States Fish and Wildlife Service, he, being thereunto duly authorized, signed and delivered the said instrument as Regional Director, Bureau of Sport Fisheries and Wildlife, United States

Fish and Wildlife Service, for and on behalf of the United States of America, acting by and through the Secretary of the Interior, and caused the seal of said Fish and Wildlife Service to be affixed thereto, pursuant to the powers and authority contained in Public Law 361, 80th Congress, approved August 5, 1947 (61 Stat. 770), as his free and voluntary act and as the free and voluntary act of the Secretary of the Interior and the United States of America, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 21<sup>st</sup> day of September, A.D., 1963.

Linnie F. Thomas  
Notary Public

My commission expires: LINNIE F. THOMAS  
Notary Public, Hennepin County, Minn.  
My Commission Expires April 15, 1970.

STATE OF Illinois }  
COUNTY OF Madison } SS

I, Mary E. McMahon, a Notary Public in and for the State of Illinois, County of Madison, do hereby certify that Donald R. Carter, personally known to me to be the Vice President of Olin Mathieson Chemical Corporation, and John A. Caruthers personally known to me to be the Asst. Secretary of said corporation, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such Vice President and Asst. Secretary, they signed and delivered the said instrument as Vice President and Asst. Secretary of said corporation and caused the corporate seal of said corporation to be affixed thereto, pursuant to authority given by the Board of Directors of said corporation, as their free and voluntary act and as the free and voluntary act of said corporation, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 23<sup>rd</sup> day of September, A. D. 1963.

Mary E. McMahon  
Notary Public

My commission expires: December 24, 1963.

000120

EXHIBIT B

CONTAINING METES AND BOUNDS DESCRIPTION OF  
LEASED AREA

The following described tracts of land are located in Illinois, Williamson County, in Township 10 South, Range 1 East, Sections 1, 2, 11 and 12; Township 10 South, Range 2 East, Sections 6 and 7; and in Township 9 South, Range 1 East, in Sections 24 and 25.

All bearings in these descriptions are turned from the True Meridian.

Tract "B"

Beginning at Corner 1, the coordinates of which in the Illinois Ordinance Area system of plane coordinates are 23,878.62S and 30,195.89W, an iron fence post at corner of fences north and southeast, 30.7 feet south of center line of east-west road, which corner bears N.51°58'W., 5,141.4 feet from Corner 4 of Tract "A"; thence with 8 lines along a woven wire fence, S.28°07'E., 1,575.42 feet to Corner 2; S.2°46'E., 2,502.72 feet to Corner 3; S.33°21'E., 456.72 feet to Corner 4; S.71°13'E., 271.92 feet to Corner 5; S.5°02'W., 37.62 feet to Corner 6; S.57°06'W., 713.46 feet to Corner 7; N.78°06'W., 2,649.24 feet to Corner 8; N.32°35'W., 3,221.46 feet to Corner 9, now marked by a 1" x 2" stake in the fence line; thence with a line projected from the northeast 33 feet south of and parallel to the road to the northeast, N.79°25'E., 1083.72 feet to a point 33' Southeast of said center line and marked by an iron pipe; thence with two lines 33 feet south of and parallel to said center line, N.61°29'E., 284.46 feet to an iron pipe; N.57°38'E., 2,189.88 feet to an iron pipe; N.88°10'E., 394.02 feet to the Place of Beginning; containing 310.84 acres, be the same more or less.

The above described tract of land is delineated on a map tracing designated INDUSTRIAL AREA BOUNDARIES FOR CONTRACT NO. 14-19-008-2675, Drawing No. M-ILL. 3-824, of record in the files of the U. S. Department of the Interior.

Tract "D"

The following described two (2) parcels of land are located in Illinois, Williamson County, Township Nine (9) South, Range One (1) East, in the SE $\frac{1}{4}$  of Section twenty-four (24) and the NW $\frac{1}{4}$ NE $\frac{1}{4}$  of Section twenty-five (25), approximately one and one-half miles westerly of the Refuge Headquarters.

All bearings in this description are turned from the True Meridian.

Parcel 1

Beginning at Corner 1, the coordinates of which in the Illinois Ordinance area system of plane coordinates are 9679.33 ft. S. and 26616.50 ft. W., lying 116.5 feet west of the centerline of a N-S road at the point where said road curves to southwest, said Corner lying N.25°04'W., 16,058.5 feet from the  $\frac{1}{4}$  corner of Sections 6 and 5, T. 10 S., R. 2 E.; thence with 8 lines along the former location of a closed wire fence, S. 45° 08'W., 526.97 feet to corner 2; N. 89° 52'W., 509.16 feet to Corner 3; N. 44° 52' W., 526.97 feet to Corner 4; N. 0° 08' E., 702.66 feet to Corner 5; N. 45° 08' E., 353.56 feet to Corner 6; S. 89° 52'E., 504.50 feet to Corner 7; S. 44° 52'E., 707.11 feet to Corner 8; S. 0° 08'W., 452.66 feet to the Place of Beginning; containing 31.39 acres, be the same more or less.



Parcel 2

Beginning at Corner 1, said corner being S.60°39'W., 140.1 feet from Corner 3 of Parcel 1; thence S.0°08'W., 351.0 feet to Corner 2; thence N. 89°52'W., 393.0 feet to Corner 3; thence N. 0°08'E., 351.0 feet to Corner 4; thence S.89°52'E., 393.0 feet to the Place of Beginning; containing 3.17 acres, be the same more or less.

The above described two parcels of land contain in the aggregate 34.56 acres of land, more or less, and are delineated on a map tracing designated M-ILL. 3-828, dated January 15, 1957 and revised March 28, 1957, on record in the files of the U. S. Department of the Interior.

Tract "X"

Refer to Exhibit B containing Metes and Bounds Description of Leased Area, 7th Amendment and Codification of Lease Contract #14-19-008-2675 between U.S.A., Bureau of Sport Fisheries and Wildlife and OMCC dated August 1, 1960, Tract "A" and drawings 101.21A-R2, Location Lay-Out Group II, Melt loading line area II, dated 5-6-63 and 101.62-R2 dated 5-6-63, "Index Area Map". Referring to Corner 1, Tract "A", the coordinates of which in the Illinois Ordnance Area system of plane coordinates are 24,152.24S. and 20,253.34W., approximately 46 ft. north of the centerline of a paved road, said corner bearing N.83°03'W., 478.5 feet from the 1/4 corner of Sections 5 and 6, of Township Ten (10) South, Range Two (2) East, Third Principal Meridian, and from which corner a 1-1/2" iron pipe witness bears S.88°36'E., 232.45 feet; thence N.88°36'W., 1473.78 feet to Corner 2, on the north side of a paved road; thence S.0°34'W., 833.58 feet to Corner 3 on the west side of a paved road; thence south 64°50'W. 2,820 feet to Corner 31. Beginning at Corner 31 thence south 30°30' east approximately 1,365 feet to Corner 32 having approximately coordinates 27,310S. 23,580W. located 40 foot S.59°30'W. of the centerline of a northwest-southeast paved road and 260 ft. S.30°30'E. of road running northeast-southwest and thence south 59°30' west parallel to the northeast-southwest road and 260 ft. from the centerline of this road, approximately 820 ft. to corner 33 which is the intersection of a line 10 ft. from the centerline of a road running S.81°30'W., further defined as approximately 27,710S. 24,290W., following this road at the same 10 ft. centerline distance approximately 240 ft. to a point at which it curves on a 90 ft. radius to Corner 34 which is defined as 15 ft. S.30°30'E. of the previously defined northeast-southwest road and approximately 1,109 ft. from the line connecting Corners 31 and 32; thence diagonally to Corner 35 which is across the intersection of the northeast-southwest road and the extended northwest-southeast road from Corner 33; Corner 35 is located approximately 1,139 ft. S.59°30'W. of a line connecting corners 31 and 32 and 20 ft. from the centerline of the intersected northwest-southeast road and 15 ft. north 30°30'W. of the centerline of the northeast-southwest road. From thence 200 ft. along a line 20 ft. from the centerline of the northeast-southwest road to Corner 36 which is defined on the Illinois Ordnance Area System as approximately 27,725 south 24,850 west said point being 200 ft. S.59°30'W. of the centerline of the northwest-southeast road and further defined as approximately 1319 ft. from a line connecting Corners 31 with 32, then N.30°30'W. 1305 ft. to Corner 37 which is defined on the Illinois Ordnance Area System as approximately 26,710S. 25,440W. further defined as 1323 ft. S.64°50'W. from Corner 31, thence from Corner 37 N.64°50'E. 1323 ft. to the Place of the Beginning, (Corner 31) containing 42.28 acres, be the same more or less.

# SDMS US EPA Region V

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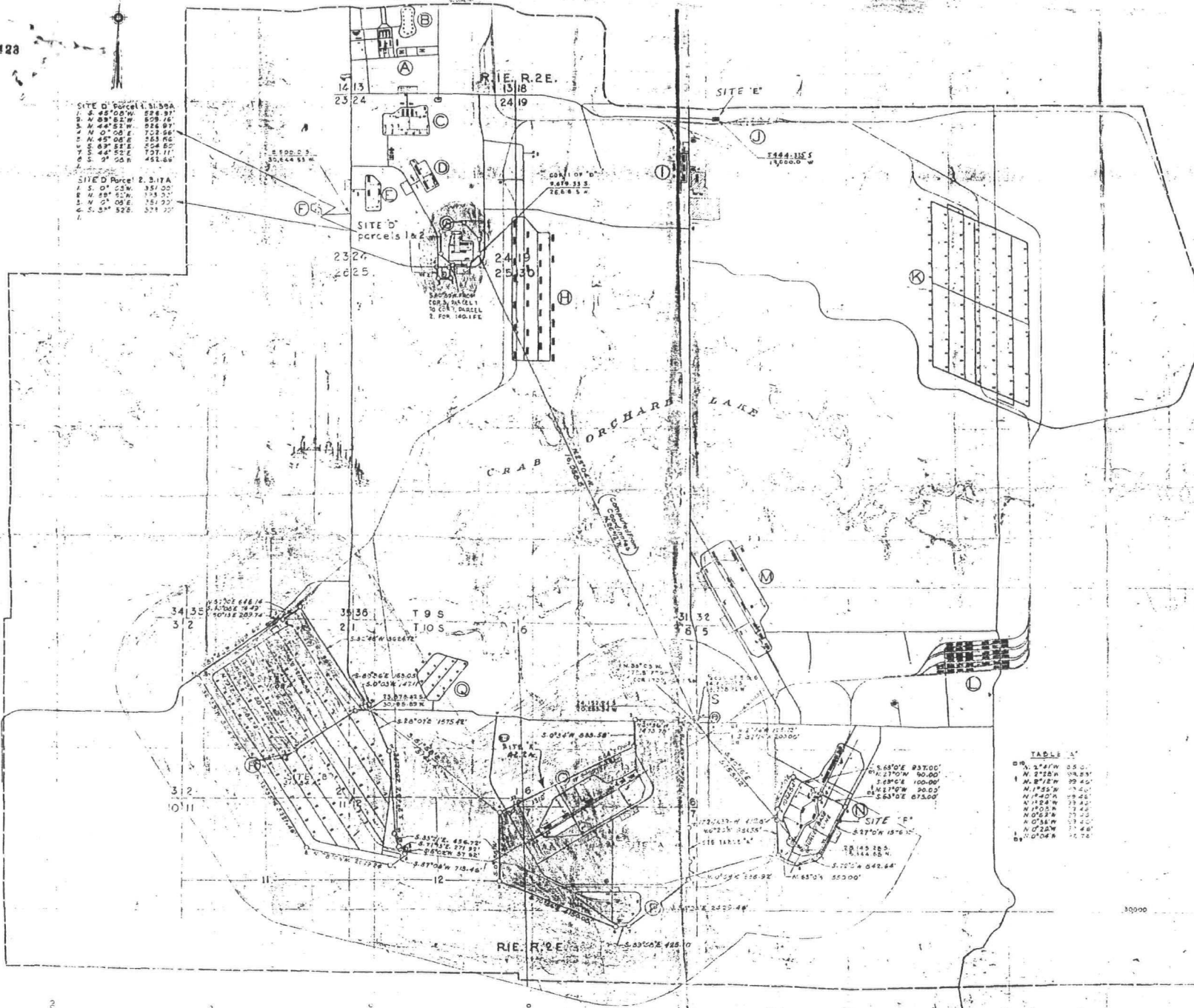
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000128

SITE D Parcel 1, 2, 3, 4  
 1. 45° 05' W 596.97'  
 2. 45° 05' W 596.97'  
 3. 45° 05' W 596.97'  
 4. 45° 05' W 596.97'

SITE D Parcel 2, 3, 4  
 1. 45° 05' W 596.97'  
 2. 45° 05' W 596.97'  
 3. 45° 05' W 596.97'  
 4. 45° 05' W 596.97'



LAYOUT PLAN NO. 1012

DETONATOR CHARGING LINE

LAYOUT PLAN NO. 1013

FUZE LOADING LINE

LAYOUT PLAN NO. 1014

BOOSTER LOADING LINE

LAYOUT PLAN NO. 1015

FULMINATE STORAGE AREA

LAYOUT PLAN NO. 1016

SITE D = 9 ARTILLERY PRIMER LINE

LAYOUT PLAN NO. 1017

FINISHED AMMUNITION GROUP

LAYOUT PLAN NO. 1018

SHOP AREA

LAYOUT PLAN NO. 1019

SITE E = 2 CLASSIFICATION TANK

LAYOUT PLAN NO. 1020

AMMUNITION &amp; SP. STORAGE

LAYOUT PLAN NO. 1021

INERT STORAGE AREA

LAYOUT PLAN NO. 1022

GROUP I LOADING LINE

LAYOUT PLAN NO. 1023

GROUP II LOADING LINE

LAYOUT PLAN NO. 1024

GROUP III LOADING LINE

LAYOUT PLAN NO. 1025

GROUP IV LOADING LINE

LAYOUT PLAN NO. 1026

FUZE BOOSTER STORAGE

LAYOUT PLAN NO. 1027

AMMUNITION STORAGE

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TENTH AMENDMENT OF LEASE

This Tenth Amendment of Lease, made and entered into as of the 1st day of November, 1963, between the United States of America, acting by the Secretary of the Interior, through the Regional Director, Bureau of Sport Fisheries and Wildlife, United States Fish and Wildlife Service, under and pursuant to the authority contained in Public Law 361, 80th Congress (hereinafter referred to as the "Lessor"), and Olin Mathieson Chemical Corporation, a Virginia corporation, having an office and place of business at 460 Park Avenue, New York (hereinafter referred to as the "Lessee"),

## WITNESSETH:

WHEREAS, by a certain Lease made and entered into as of the first day of January, 1956, as amended by an Amendment of Lease made and entered into as of the first day of March, 1956, a Second Amendment of Lease made and entered into as of the first day of January, 1957, a Third Amendment of Lease made and entered into as of the first day of July, 1957, and a Fourth Amendment of Lease made and entered into as of the 16th day of September, 1958, a Fifth Amendment of Lease made and entered into the 19th day of January, 1959, a Sixth Amendment of Lease made and entered into the 15th day of December, 1959, and a Seventh Amendment and Codification of Lease made and entered into as of the first day of August, 1960, and an Eighth Amendment of Lease made and entered into the 14th day of December, 1962, and a Ninth Amendment and Codification of Lease made and entered into the 1st day of October, 1963, by and between the Lessor and the Lessee (hereinafter referred to as "the Lease, as amended"), the Lessor has leased unto the Lessee certain real estate situated in the County of Williamson, State of Illinois, and described

in the Lease, as amended; and

WHEREAS, Lessor and Lessee desire to further amend the Lease, as amended, in order to add to such Lease certain additional land to be leased by Lessee, and

WHEREAS, (a) pursuant to an order of the Secretary of the Interior, dated November 3, 1956 (21 F.R. 8513), the authority of the former Director, Fish and Wildlife Service, with respect to the leased lands and premises was transferred to the Director, Bureau of Sport Fisheries and Wildlife; (b) pursuant to Order 2821 of the Secretary of the Interior, dated July 11, 1957 (22 F.R. 5778), such authority was transferred to the Commissioner of Fish and Wildlife; and (c) pursuant to Commissioner's Order 4, dated October 8, 1957 (22 F.R. 8126), such authority was delegated to the Director, Bureau of Sport Fisheries and Wildlife; and (d) such authority was redelegated to the Regional Director, Bureau of Sport Fisheries and Wildlife (25 F.R. 8524) on August 30, 1960;

NOW, THEREFORE, in consideration of the foregoing and of the mutual covenants herein contained, the parties hereto do mutually agree that the Lease, as amended, is further amended as follows:

(A) The paragraph on page 2 commencing as follows:

"The Lessor does by these presents lease and demise unto Lessee..."

is hereby deleted, and the following is substituted therefor:

The Lessor does, by these presents, lease and demise unto Lessee the following described real estate and premises situated in the County of Williamson, State of Illinois, to-wit:

TRACT B

Three Hundred and ten and eighty-four hundredths (310.84) acres of land, shaded in yellow and designated as Site B on the plat attached hereto and made a part hereof and marked Exhibit A, and more particularly described by metes and bounds as Tract B in Exhibit B, attached hereto and made a part hereof; and

TRACT D

Thirty four and fifty six hundredths (34.56) acres of land, consisting of two parcels designated as Parcels 1 and 2, shaded in yellow and designated as Site D on the plat attached hereto and made a part hereof and marked Exhibit A, and more particularly described by metes and bounds as Tract D in Exhibit B, attached hereto and made a part hereof; and

TRACT X

Forty two and twenty eight hundredths (42.28) acres of land, more or less, shaded in yellow and designated as Site X on the plat attached hereto and made a part hereof and marked Exhibit A, and more particularly described by metes and bounds as Tract X on Exhibit B attached hereto and made a part hereof.

TRACT F

Twenty-three (23) acres of land, more or less, outlined in red and designated as Site F on the plat attached hereto and made a part hereof and marked Exhibit C, and more particularly described by metes and bounds as Tract F on Exhibit D attached hereto and made a part hereof,

together with all tenements and appurtenances thereon or ~~thereunto belonging~~ improvements, betterments or replacements to said land and the leased buildings situated thereon, made during the term of this lease, for use as business property and for research and development and manufacturing and storage purposes as set out in paragraph FOUR of the Lease, as amended, subject, however, to the reservations contained in paragraph TWENTY-ONE of the Lease, as amended, and to the options of the Lessee provided for in paragraph TWENTY-TWO of the Lease, as amended, and with the easements and rights over other land belonging to Lessor, and which is being leased by Lessor to Commercial Solvents Corporation as set out in Paragraph TWENTY-FOUR of the Lease, as amended, for a term beginning on the 1st day of October, 1963, and ending on the 31st day of December, 1980, both inclusive, on the following terms and conditions to-wit:

(B) The first paragraph of paragraph ONE on page 3 of said lease, as amended, is deleted, and the following is substituted therefor:



ONE: Lessee shall pay to Lessor the following rent:

<u>Leased Facility</u>	<u>Rental Rate Per Annum</u>
Tract B, 310.84 acres	\$621.68
Tract D, 34.56 acres	69.12
Tract X, 42.28 acres	84.60
Tract F, 23 acres	46.00
Services for which no specific charge is made	100.00
Boiler House on Tract D (Bldg. No. P-1-14)	1,020.00
Existing Buildings as of January 1, 1956, on Tracts D and X	.15 per sq. ft.
Tract F: Existing Buildings occupied for production or for office space	.20 per sq. ft.
Tract F: Existing Buildings occupied for storage space	.15 per sq. ft.
Existing Igloos as of January 1, 1956, on Tract B	.10 per sq. ft.
New Construction	.02 per sq. ft.

The remainder of Paragraph ONE remains unchanged.

(C) There is added to the Lease, as amended, exhibits C and D, which are in addition to Exhibits A and B to the Lease, as amended.

(D) Except as specifically amended herein, all the terms and conditions of said Lease, as amended, are hereby ratified and confirmed and remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Tenth Amendment of Lease as of the day and year first above written.

UNITED STATES OF AMERICA  
Acting by and through  
The Secretary of the Interior

By: W. P. Schaefer  
Acting Regional Director, Bureau of Sport  
Fisheries & Wildlife, U.S. Fish and  
Wildlife Service

OLIN MATHIESON CHEMICAL CORPORATION

ATTEST:

John H. Caruthers  
Assistant Secretary

By: Donald B. McElroy  
Vice President & Manager  
Associated Products Operation



STATE OF Minnesota }  
COUNTY OF Hennepin } SS

5.

I, William J. Schmitz, a Notary Public in and for the State and County aforesaid, do hereby certify that W. P. Schacter, personally known to me to be Regional Director, Bureau of Sport Fisheries and Wildlife, United States Fish and Wildlife Service, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that as such Regional Director, Bureau of Sport Fisheries and Wildlife, United States Fish and Wildlife Service, he, being thereunto duly authorized, signed and delivered the said instrument as Regional Director, Bureau of Sport Fisheries and Wildlife, United States Fish and Wildlife Service, for and on behalf of the United States of America, acting by and through the Secretary of the Interior, and caused the seal of said Fish and Wildlife Service to be affixed thereto, pursuant to the powers and authority contained in Public Law 361, 80th Congress, approved August 5, 1947 (61 Stat. 770), as his free and voluntary act and as the free and voluntary act of the Secretary of the Interior and the United States of America, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 2 day of July A.D., 1964.

My Commission Expires

8-23-66

William J. Schmitz  
Notary Public, Hennepin County  
My Commission Expires Aug. 23, 1966.

STATE OF ILLINOIS }  
COUNTY OF MADISON } SS

I, Mary E. McManus, a Notary Public in and for the State of Illinois, County of Madison, do hereby certify that Donald G. Milligan, personally known to me to be the Vice President & Manager, Associated Products Operation of Olin Mathieson Chemical Corporation, and John H. Caruthers, personally known to me to be the Assistant Secretary of said corporation, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such Vice President & Manager, Associated Products Operation and Assistant Secretary, they signed and delivered the said instrument as Vice President and Manager, Associated Products Operation and Assistant Secretary of said corporation and caused the corporate seal of said corporation to be affixed thereto, pursuant to authority given by the Board of Directors of said corporation, as their free and voluntary act and as the free and voluntary act of said corporation, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 15th day of June, 1964.

My commission expires:

Mary E. McManus  
Notary Public

June 24, 1967

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EXHIBIT D

Containing metes and bounds description of  
Leased area.

The following described tract of land is located in  
Illinois, Williamson County, Section 24, Township 9 South,  
Range 1 East:

TRACT F

On Illinois Ordnance Plan Drawing, Plan No.  
6544-101.34 dated 2/20/42, last Revision No. 10  
dated 12/9/45, commencing at the survey base line,  
coordinate 30,000.0 West at the point of its  
intersection with coordinate 7010.0 South, as  
shown on said Drawing, thence Westerly along  
coordinate 7010.0 South a distance of 598' to  
the intersection of coordinate 7010.0 South and  
30598.0 West, such intersecting coordinates  
constituting a 90° angle, thence Southerly along  
coordinate 30598.0 West a distance of 1579' to the  
intersection of coordinates 30598.0 West and  
8589.0 South, such intersecting coordinates  
constituting a 90° angle, thence East along  
coordinate 8589.0 South a distance of 598' to  
the intersection of coordinates 8589.0 South  
and 30,000.0 West, thence at a 90° angle North  
along coordinate 30,000.0 a distance of 1579'  
to the place of beginning, containing 23 acres  
more or less.

ELEVENTH AMENDMENT OF LEASE

This Eleventh Amendment of Lease, made and entered into as of the 1st day of September, 1964, between the United States of America, acting by the Secretary of the Interior, through the Regional Director, Bureau of Sport Fisheries and Wildlife, United States Fish and Wildlife Service, under and pursuant to the authority contained in Public Law 361, 80th Congress (hereinafter referred to as the "Lessor"), and Olin Mathieson Chemical Corporation, a Virginia corporation, having an office and place of business at 460 Park Avenue, New York (hereinafter referred to as the "Lessee"),

WITNESSETH:

WHEREAS, by a certain Lease made and entered into as of the first day of January, 1956, as amended by an Amendment of Lease made and entered into as of the first day of March, 1956, a Second Amendment of Lease made and entered into as of the first day of January, 1957, a Third Amendment of Lease made and entered into as of the first day of July, 1957, a Fourth Amendment of Lease made and entered into as of the 16th day of September, 1958, a Fifth Amendment of Lease made and entered into the 19th day of January, 1959, a Sixth Amendment of Lease made and entered into the 15th day of December, 1959, and a Seventh Amendment and Codification of Lease made and entered into as of the First day of August, 1960, and an Eighth Amendment of lease made and entered into the 14th day of December, 1962, and a Ninth Amendment and Codification of Lease made and entered into the 1st day of October, 1963, and a Tenth Amendment of Lease made and entered into as of the First day of November, 1963, by and between the Lessor and the Lessee (hereinafter referred to as "the Lease, as amended"), the Lessor has leased unto the Lessee certain real estate situated in the County of Williamson, State of Illinois, and described in the Lease, as amended; and

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WHEREAS, Lessor and Lessee desire to further amend the Lease, as amended, in order to revise the description of Tract F contained in such Lease to enlarge the number of acres contained in Tract F and to add to such Lease certain additional land to be leased by Lessee, and

WHEREAS, (a) pursuant to an order of the Secretary of the Interior, dated November 3, 1956 (21 F.R. 8513), the authority of the former Director, Fish and Wildlife Service, with respect to the leased lands and premises was transferred to the Director, Bureau of Sport Fisheries and Wildlife; (b) pursuant to Order 2821 of the Secretary of the Interior, dated July 11, 1957 (22 F.R. 5778), such authority was transferred to the Commissioner of Fish and Wildlife; and (c) pursuant to Commissioner's Order 4, dated October 8, 1957 (22 F.R. 8126), such authority was delegated to the Director, Bureau of Sport Fisheries and Wildlife; and (d) such authority was redelegated to the Regional Director, Bureau of Sport Fisheries and Wildlife (25 F.R. 8524) on August 30, 1960;

NOW, THEREFORE, in consideration of the foregoing and of the mutual covenants herein contained, the parties hereto do mutually agree that the Lease, as amended, is further amended as follows:

(A) The paragraph commencing on page 2, the first sentence of which reads as follows:

"The Lessor does, by these presents, lease and demise unto Lessee the following described real estate and premises situated in the County of Williamson, State of Illinois, to-wit:"

is hereby deleted and the following is substituted therefor:

The Lessor does, by these presents, lease and demise unto Lessee the following described real estate and premises situated in the County of Williamson, State of Illinois, to-wit:

TRACT B

Three Hundred and ten and eighty-four hundredths (310.84) acres of land, shaded in yellow and designated as Site B on the plat attached hereto and made a part hereof and marked Exhibit A, and more particularly

described by metes and bounds as Tract B in Exhibit B, attached hereto and made a part hereof; and

TRACT D

Thirty four and fifty six hundredths (34.56) acres of land, consisting of two parcels designated as Parcels 1 and 2, shaded in yellow and designated as Site D on the plat attached hereto and made a part hereof and marked Exhibit A, and more particularly described by metes and bounds as Tract D in Exhibit B, attached hereto and made a part hereof; and

TRACT X

Forty two and twenty-eight hundredths (42.28) acres of land, more or less, shaded in yellow and designated as Site X on the plat attached hereto and made a part hereof and marked Exhibit A, and more particularly described by metes and bounds as Tract X on Exhibit B attached hereto and made a part hereof.

TRACT F

Thirty nine and twenty-one hundredths (39.21) acres of land, more or less, outlined in red and designated as Site F on the plat attached hereto and made a part hereof and marked Exhibit C, and more particularly described by metes and bounds as Tract F on Exhibit D attached hereto and made a part hereof.

TRACT G

Seventy one and sixty-two hundredths (71.62) acres of land more or less outlined in red and designated as Site G on the plat attached hereto and made a part hereof and marked Exhibit E, and more particularly described by metes and bounds as Tract G on Exhibit F attached hereto and made a part hereof.

(B) The first paragraph of paragraph ONE commencing on page 3 of said lease is hereby deleted and the following is substituted therefor:

<u>Leased Facility</u>	<u>Rental Rate Per Annum</u>
Tract B, 310.84 acres	\$621.68
Tract D, 34.56 acres	69.12
Tract X, 42.28 acres	84.60
Tract F, 39.21 acres	78.42
Tract G, 71.62 acres	143.24
Services for which no specific charge is made	100.00
Boiler House on Tract D (Bldg. No. P-1-14)	1,020.00

<u>Leased Facility</u>	<u>Rental Rate Per Annum</u>
Existing Buildings as of January 1, 1956, on Tracts D and X	\$ .15 per sq. ft.
Tract F: Existing Buildings occupied for production or for office space	.20 per sq. ft.
Tract F: Existing Buildings occupied for storage space	.15 per sq. ft.
Tract F: Existing Building B-2-13	.15 per sq. ft.
Tract G: Existing Buildings as of September 1, 1964	.15 per sq. ft.
Existing Igloos as of January 1, 1956, on Tract B.	.10 per sq. ft.
New Construction	.02 per sq. ft.

The remainder of Paragraph ONE remains unchanged.

(C) There is added to the Lease, as amended, Exhibits E and F which are in addition to Exhibits A, B, C, and D to the Lease, as amended, and Exhibit C attached hereto has been revised.

(D) Except as specifically amended herein, all of the terms and conditions of said Lease, as amended, are hereby ratified and confirmed and remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Eleventh Amendment of Lease as of the day and year first above written.

UNITED STATES OF AMERICA  
Acting by and through  
The Secretary of the Interior

By: W. P. Schaefer  
Acting Regional Director, Bureau of Sport  
Fisheries & Wildlife, U.S. Fish and  
Wildlife Service

OLIN MATHIESON CHEMICAL CORPORATION

By: D. M. Milligan  
Vice President & Manager  
Associated Products Operation

ATTEST:

John H. Casutt  
Assistant Secretary

STATE OF Minnesota )  
COUNTY OF Hennepin ) SS

I, Linnie F. Thomas, a Notary Public in and for the State and County aforesaid, do hereby certify that W. P. Schell, personally known to me to be Regional Director, Bureau of Sport Fisheries and Wildlife, United States Fish and Wildlife Service, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that as such Regional Director, Bureau of Sport Fisheries and Wildlife, United States Fish and Wildlife Service, he, being thereunto duly authorized, signed and delivered the said instrument as Regional Director, Bureau of Sport Fisheries and Wildlife, United States Fish and Wildlife Service, for and on behalf of the United States of America, acting by and through the Secretary of the Interior, and caused the seal of said Fish and Wildlife Service to be affixed thereto, pursuant to the powers and authority contained in Public Law 361, 80th Congress, approved August 5, 1947 (61 Stat. 770), as his free and voluntary act and as the free and voluntary act of the Secretary of the Interior and the United States of America, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 5th day of November, A.D., 1964.

Linnie F. Thomas  
Notary Public

My commission expires:  
LINNIE F. THOMAS  
Notary Public, Hennepin County, Minn.  
My Commission Expires April 16, 1970.

STATE OF ILLINOIS )  
COUNTY OF MADISON ) SS

I, May E. McMahon, a Notary Public in and for the State of Illinois, County of Madison, do hereby certify that Donald G. Milligan, personally known to me to be the Vice President & Manager, Associated Products Operation of Olin Mathieson Chemical Corporation, and John H. Caruthers, personally known to me to be the Assistant Secretary of said corporation, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such Vice President & Manager, Associated Products Operation and Assistant Secretary, they signed and delivered the said instrument as Vice President & Manager, Associated Products Operation and Assistant Secretary of said corporation and caused the corporate seal of said corporation to be affixed thereto, pursuant to authority given by the Board of Directors of said corporation, as their free and voluntary act and as the free and voluntary act of said corporation, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 30th day of September, A.D., 1964.

My commission expires:

May E. McMahon  
Notary Public

December 24, 1967

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EXHIBIT D

TRACT F

On Illinois Ordnance Plan Drawing Plan No. 6544-101-35 dated 2/20/42, last Revision No. 11, dated 9/2/64, commencing at the survey base line, coordinate 30,000.0 West at the point of its intersection with coordinate 7010.0 South, as shown on said drawing, thence Westerly along coordinate 7010.0 South a distance of 598' to the intersection of coordinate 7010.0 South and 30598.0 West, such intersecting coordinates constituting a 90° angle, thence Southerly along coordinate 30598.0 West a distance of 1140' to the intersection of coordinates 30598.0 West and 8150.0 South, such intersecting coordinates constituting a 90° angle, thence East along coordinates 8150.0 South a distance of 714' to the intersection of coordinates 8150.0 South and 29884.0 West, thence at a 90° angle North along coordinate 29884.0 a distance of 697' to the intersection of coordinate 7453.0 South and coordinate 29884.0 West, such intersecting coordinates constituting a 90° angle, thence East along coordinate 7453.0 South a distance of 369' 0" to the intersection of coordinate 29515.0 West and coordinate 7453.0 South, such intersecting coordinate constituting a 90° angle, thence North along coordinate 29515.0 West a distance of 513' 0" to the intersection of coordinate 6940.0 South and 29515.0 West, such intersecting coordinate constituting a 90° angle, thence East along coordinate 6940.0 South a distance of 635' 6" to the intersection of coordinate 28879.5 West and coordinate 6940.0 South, such intersecting coordinate constituting a 90° angle, thence North along coordinate 28879.5 West a distance of 595.84' to the intersection of coordinate 6344.16 and coordinate 28879.5, such intersecting coordinate constituting a 90° angle, thence West along coordinate 6344.16 South a distance of 1069.83' to the intersection of coordinate 6344.16 South and coordinate 29949.33 West, such intersecting coordinate constituting a 90° angle, thence South along coordinate 29949.33 West, a distance of 665.84' to the intersection of coordinate 7010.0 South and Coordinate 29949.33 West, such and intersecting coordinate constituting a 90° angle, thence West along coordinate 7010.0 a distance of 50.67' to the place of beginning, containing 39.21 acres.

000135



EXHIBIT F

TRACT G

On Illinois Ordnance Plan Drawing 6544-101.13, Revision No. 14, dated 6/30/42, commencing at a point of Beginning of Survey, defined as the point of intersection of coordinates 5310.83 South and 29970.83 West as shown on said drawing, thence Southerly along coordinate 29970.83 West a distance of 1033.33' to the point of intersection of coordinates 6344.16 South and 29970.83 West, such intersection constituting a 90° angle, thence Easterly along coordinate 6344.16 South a distance of 1967.16' to the point of intersection of coordinates 6344.16 South and 28003.67 West, such intersection constituting a 90° angle, thence Northerly along coordinate 28003.67 West a distance of 1244.32' to the point of intersection of coordinates 5099.84 South and 28003.67 West, such intersection constituting a 90° angle, thence Easterly along coordinate 5099.84 a distance of 245.67' to the point of intersection of coordinates 5099.84 South and 27758.0 West such intersection constituting a 90° angle, thence Northerly along coordinate 27758.0 West a distance of 291.62' to a point of intersection of coordinates 4807.72 South and 27758.0 West, thence Southwesterly along a line South 88° 57' West a distance of 1742.0' to a point of intersection of coordinates 4840.0 South and 29500.0 West, thence Southwesterly along a line South 45° West a distance of 666.0' to the point of beginning defined as the intersection of coordinates 5310.83 South and 29970.83 West, containing 71.62 acres.

000136

TWELFTH AMENDMENT OF LEASE

This Twelfth Amendment of Lease, made and entered into as of the 1st day of August, 1965, between the United States of America, acting by the Secretary of the Interior, through the Regional Director, Bureau of Sport Fisheries and Wildlife, United States Fish and Wildlife Service, under and pursuant to the authority contained in Public Law 361, 80th Congress (hereinafter referred to as the "Lessor"), and Olin Mathieson Chemical Corporation, a Virginia corporation, having an office and place of business at 460 Park Avenue, New York (hereinafter referred to as the "Lessee"),

WITNESSETH:

WHEREAS, by a certain Lease made and entered into as of the first day of January, 1956, as amended by an Amendment of Lease made and entered into as of the first day of March, 1956, a Second Amendment of Lease made and entered into as of the first day of January, 1957, a Third Amendment of Lease made and entered into as of the first day of July, 1957, a Fourth Amendment of Lease made and entered into as of the 16th day of September, 1958, a Fifth Amendment of Lease made and entered into the 19th day of January, 1959, a Sixth Amendment of Lease made and entered into the 15th day of December, 1959, and a Seventh Amendment and Codification of Lease made and entered into as of the First day of August, 1960, and an Eighth Amendment of lease made and entered into the 14th day of December, 1962, and a Ninth Amendment and Codification of Lease made and entered into the 1st day of October, 1963, a Tenth Amendment of Lease made and entered into as of the First day of November, 1963, and an Eleventh Amendment of Lease made and entered into as of the First day of September, 1964, by and between the Lessor and the Lessee (hereinafter referred to as "the Lease, as amended"), the Lessor has leased unto the Lessee certain real estate situated in the County of

Williamson, State of Illinois, and described in the Lease, as amended; and

WHEREAS, in order that the Lessee may release and surrender to Lessor TRACT X as described in the Lease, as amended, consisting of 42.28 acres, the Lessee to be relieved effective August 1, 1965, of any further liability with respect to such TRACT X, and

WHEREAS, (a) pursuant to an order of the Secretary of the Interior, dated November 3, 1956 (21 F.R. 8513), the authority of the former Director, Fish and Wildlife Service, with respect to the leased lands and premises was transferred to the Director, Bureau of Sport Fisheries and Wildlife; (b) pursuant to Order 2821 of the Secretary of the Interior, dated July 11, 1957 (22 F.R. 5778), such authority was transferred to the Commissioner of Fish and Wildlife; and (c) pursuant to Commissioner's Order 4, dated October 8, 1957 (22 F.R. 8126), such authority was delegated to the Director, Bureau of Sport Fisheries and Wildlife; and (d) such authority was redelegated to the Regional Director, Bureau of Sport Fisheries and Wildlife (25 F.R. 8524) on August 30, 1960;

NOW, THEREFORE, in consideration of the foregoing and of the mutual covenants herein contained the parties hereto do mutually agree as follows:

(A) Effective on August 1, 1965, the following provisions are deleted from the Lease, as amended:

1. The paragraph on page 3 of the Lease, as amended, which reads as follows:

TRACT X

Forty-two and twenty-eight hundredths (42.28) acres of land, more or less, shaded in yellow and designated as Site X on the plat attached hereto and made a part hereof and marked Exhibit A, and more particularly described by metes and bounds as Tract X on Exhibit B attached hereto and made a part hereof.

2. From paragraph ONE:

Tract X, 42.28 acres	\$84.60
----------------------	---------

The remainder of paragraph ONE remains unchanged.

3. There is hereby deleted from Exhibit A attached to the Lease, as amended, Site X and from Exhibit B the metes and bounds description of TRACT X.

(B) The effect of such deletions and of the amendments contained in this Twelfth Amendment of Lease shall be that after August 1, 1965, Lessee shall no longer have possession or control of Tract X and shall not have any liability for rent or maintenance, or any other liability arising under the Lease, as amended, as to Tract X, except such as shall have arisen prior to August 1, 1965.

(C) Except as specifically amended herein all the terms and conditions of said Lease, as amended, are hereby ratified and confirmed and remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Twelfth Amendment of Lease as of the day and year first above written.

UNITED STATES OF AMERICA  
Acting by and through  
The Secretary of the Interior

By: *[Signature]*  
~~Acting~~ Regional Director,  
Bureau of Sport Fisheries & Wildlife,  
U. S. Fish and Wildlife Service

OLIN MATHIESON CHEMICAL CORPORATION

By: *[Signature]*  
Vice President & Manager  
Associated Products Operation

ATTEST:-

*[Signature]*  
Assistant Secretary

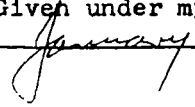

STATE OF MINNESOTA

COUNTY OF HENNEPIN

SS

I, *[Signature]*, a Notary Public in and for the State and County aforesaid, do hereby certify that *[Signature]*, personally known to me to be ~~Acting~~ Regional Director, Bureau of Sport Fisheries and Wildlife, United States Fish and Wildlife Service, and personally known to me to be the same person whose name is subscribed to the foregoing

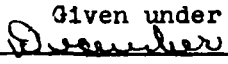

instrument, appeared before me this day in person and acknowledged that as such ~~Acting~~ Regional Director, Bureau of Sport Fisheries and Wildlife, United States Fish and Wildlife Service, he, being thereunto duly authorized, signed and delivered the said instrument as ~~Acting~~ Regional Director, Bureau of Sport Fisheries and Wildlife, United States Fish and Wildlife Service, for and on behalf of the United States of America, acting by and through the Secretary of the Interior, and caused the seal of said Fish and Wildlife Service to be affixed thereto, pursuant to the powers and authority contained in Public Law 361, 80th Congress, approved August 5, 1947 (61 Stat. 770), as his free and voluntary act and as the free and voluntary act of the Secretary of the Interior and the United States of America, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 7<sup>th</sup> day of January, A.D., 1965  
  
  
Notary Public

My commission expires:  
LINNIE F. THOMAS  
Notary Public, Hennepin County, Minn.  
My Commission Expires April 16, 1970.

STATE OF ILLINOIS    )  
                              ) SS  
COUNTY OF MADISON    )

I, Mary E. McManus, a Notary Public in and for the State of Illinois, County of Madison, do hereby certify that Donald G. Milligan, personally known to me to be the Vice President and Manager, Associated Products Operation of Olin Mathieson Chemical Corporation, and John H. Caruthers personally known to me to be the Assistant Secretary of said corporation, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such Vice President & Manager, Associated Products Operation and Assistant Secretary, they signed and delivered the said instrument as Vice President & Manager, Associated Products Operation and Assistant Secretary of said corporation and caused the corporate seal of said corporation to be affixed thereto, pursuant to authority given by the Board of Directors of said corporation, as their free and voluntary act and as the free and voluntary act of said corporation, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 29<sup>th</sup> day of December, A. D., 1965.  
  
  
Notary Public

My commission expires:  
December 24, 1967

THIRTEENTH AMENDMENT OF LEASE

This Thirteenth Amendment of Lease, made and entered into this 1st day of June, 1968, between the United States of America, acting by the Secretary of the Interior, through the Regional Director, Bureau of Sport Fisheries and Wildlife, United States Fish and Wildlife Service, under and pursuant to the authority contained in Public Law 361, 80th Congress (hereinafter referred to as the "Lessor"), and Olin Mathieson Chemical Corporation, a Virginia corporation, having an office and place of business at 460 Park Avenue, New York (hereinafter referred to as the "Lessee"),

WITNESSETH:

WHEREAS, by a certain Lease made and entered into as of the first day of January, 1956, as amended by an Amendment of Lease made and entered into as of the first day of March, 1956, a Second Amendment of Lease made and entered into as of the first day of January, 1957, a Third Amendment of Lease made and entered into as of the first day of July, 1957, a Fourth Amendment of Lease made and entered into as of the 16th day of September, 1958, a Fifth Amendment of Lease made and entered into the 19th day of January, 1959, a Sixth Amendment of Lease made and entered into the 15th day of December, 1959, and a Seventh Amendment and Codification of Lease made and entered into as of the First day of August, 1960, and an Eighth Amendment of lease made and entered into the 14th day of December, 1962, and a Ninth Amendment and Codification of Lease made and entered into the 1st day of October, 1963, a Tenth Amendment of Lease made and entered into as of the First day of November, 1963, and an Eleventh Amendment of Lease made and entered into as of the First day of September, 1964, and a Twelfth Amendment of Lease made and entered into as of the 1st day of August, 1965, by and between the Lessor and the Lessee (hereinafter referred to as "the Lease, as amended"), the Lessor has leased unto the Lessee certain real estate

situated in the County of Williamson, State of Illinois, and described in the Lease, as amended; and

WHEREAS, the parties desire that the Lease, as amended be changed so that Lessee will not lease Tract B, but will have the right to rent and use any or all of the igloos located on Tract B, and

WHEREAS, (a) pursuant to an order of the Secretary of the Interior, dated November 3, 1956 (21 F.R. 8513), the authority of the former Director, Fish and Wildlife Service, with respect to the leased lands and premises was transferred to the Director, Bureau of Sport Fisheries and Wildlife; (b) pursuant to Order 2821 of the Secretary of the Interior, dated July 11, 1957 (22 F.R. 5778), such authority was transferred to the Commissioner of Fish and Wildlife; and (c) pursuant to Commissioner's Order 4, dated October 8, 1957 (22 F.R. 8126), such authority was delegated to the Director, Bureau of Sport Fisheries and Wildlife; and (d) such authority was redelegated to the Regional Director, Bureau of Sport Fisheries and Wildlife (25 F.R. 8524) on August 30, 1960;

NOW, THEREFORE, in consideration of the foregoing and of the mutual covenants herein contained, the parties hereto do mutually agree as follows:

A. Effective on 1 June 1968 the following provisions are deleted from the Lease, as amended:

(1) The paragraph on page 2 of the Ninth Amendment and Codification of Lease which reads as follows:

TRACT B

Three hundred and ten and eighty-four hundredths (310.84) acres of land, shaded in yellow and designated as Site B on the plat attached hereto and made a part hereof and marked Exhibit A, and more particularly described by metes and bounds as Tract B in Exhibit B, attached hereto and made a part hereof; and

(2) From Article ONE:

Tract B, 310.84 acres                      \$621.68

The remainder of Article ONE of the lease, as amended,

remains unchanged.

(3) There is hereby deleted from Exhibit A attached to the Lease, as amended, Tract B; and from Exhibit B the metes and bounds description of Tract B.

B. The effect of such deletion and of the amendments contained in this Thirteenth Amendment of Lease shall be that after 1 June 1968, Lessee shall no longer have possession and control of Tract B, and shall not have liability for rent or maintenance or any other liability arising under the lease, as amended, as to Tract B, except such as shall have arisen prior to 1 June 1968, and such as is contained in paragraph C. of this Thirteenth Amendment of Lease.

C. Lessee shall have the right to rent and occupy any or all of the igloos located on Tract B, together with the right of ingress and egress to such igloos. Lessor agrees not to use or permit the use of the land in Tract B in a manner which would interfere with or prevent the delivery to, use of, or removal from the igloos of any product of Lessee which Lessee may wish to store at such igloos, including explosive products.

D. Except as specifically amended herein, all the terms and conditions of said Lease, as amended, are hereby ratified and confirmed, and remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Thirteenth Amendment of Lease as of the day and year first above written.

UNITED STATES OF AMERICA  
Acting by and through  
The Secretary of the Interior

By: *[Signature]*  
Acting Regional Director  
Bureau of Sport Fisheries & Wildlife,  
U. S. Fish and Wildlife Service

OLIN MATHIESON CHEMICAL CORPORATION

By: *[Signature]*  
Vice President & Manager  
Associated Products Operation

ATTEST:

*[Signature]*  
Assistant Secretary

1000143



STATE OF Minnesota }  
COUNTY OF Hennepin } SS

I, Linnie F. Thomas, a Notary Public in and for the State and County aforesaid, do hereby certify that Robert B. Burnett, personally known to me to be ~~Acting~~ Regional Director, Bureau of Sport Fisheries and Wildlife, United States Fish and Wildlife Service, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that as such ~~Acting~~ Regional Director, Bureau of Sport Fisheries and Wildlife, United States Fish and Wildlife Service, he, being thereunto duly authorized, signed and delivered the said instrument as ~~Acting~~ Regional Director, Bureau of Sport Fisheries and Wildlife, United States Fish and Wildlife Service, for and on behalf of the United States of America, acting by and through the Secretary of the Interior, and caused the seal of said Fish and Wildlife Service to be affixed thereto, pursuant to the powers and authority contained in Public Law 361, 80th Congress, approved August 5, 1947 (61 Stat. 770), as his free and voluntary act and as the free and voluntary act of the Secretary of the Interior and the United States of America, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 8th day of July, A.D., 1968.

Linnie F. Thomas  
Notary Public

My commission expires:  
LINNIE F. THOMAS  
Notary Public, Hennepin County, Minn.  
~~My Commission Expires April 16, 1970.~~

STATE OF ILLINOIS }  
COUNTY OF MADISON } SS

I, Mary E. McManus, a Notary Public in and for the State of Illinois, County of Madison, do hereby certify that Donald G. Milligan, personally known to me to be the Vice President and Manager, Associated Products Operation of Olin Mathieson Chemical Corporation, and John H. Caruthers personally known to me to be the Assistant Secretary of said corporation, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such Vice President & Manager, Associated Products Operation and Assistant Secretary, they signed and delivered the said instrument as Vice President & Manager, Associated Products Operation and Assistant Secretary of said corporation and caused the corporate seal of said corporation to be affixed thereto, pursuant to authority given by the Board of Directors of said corporation, as their free and voluntary act and as the free and voluntary act of said corporation, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 6th day of June, A. D., 1968.

Mary E. McManus  
Notary Public

My commission expires:  
December 23, 1971

FOURTEENTH AMENDMENT OF LEASE

THIS FOURTEENTH AMENDMENT OF LEASE, made and entered into this 1st day of December, 1970, between the UNITED STATES OF AMERICA, acting by the Secretary of the Interior, through the Regional Director, Bureau of Sport Fisheries and Wildlife, United States Fish and Wildlife Service, under and pursuant to the authority contained in Public Law 361, 80th Congress (hereinafter referred to as the "Lessor"), and OLIN CORPORATION, a Virginia corporation, having an office and place of business at 120 Long Ridge Road, Stamford, Connecticut, (formerly Olin Mathieson Chemical Corporation, having an office and place of business at 460 Park Avenue, New York) (hereinafter referred to as the "Lessee").

WITNESSETH:

WHEREAS, by a certain Lease made and entered into as of the first day of January, 1956, as amended by an Amendment of Lease made and entered into as of the first day of March, 1956, a Second Amendment of Lease made and entered into as of the first day of January, 1957, a Third Amendment of Lease made and entered into as of the first day of July, 1957, a Fourth Amendment of Lease made and entered into as of the 16th day of September, 1958, a Fifth Amendment of Lease made and entered into the 19th day of January, 1959, a Sixth Amendment of Lease made and entered into the 13th day of December, 1959, and a Seventh Amendment and Codification of Lease made and entered into as of the First day of August, 1960, and an Eighth Amendment of lease made and entered into the 14th day of December, 1962, and a Ninth Amendment and Codification of Lease made and entered into the 1st day of October, 1963, a Tenth Amendment of Lease made and entered into as of the First day of November, 1963, and an Eleventh Amendment of Lease made and entered into as of the First day of September, 1964, and a Twelfth Amendment of Lease made and entered into as of the First day of August, 1965, and a Thirteenth Amendment of Lease entered into as of the First day of July, 1968, by and between the Lessor and the Lessee (hereinafter referred to as "the Lease, as amended"), the Lessor has leased unto the Lessee certain real estate situated in the County of Williamson, State of Illinois, and described in the Lease, as amended; and

WHEREAS, the parties desire that the Lease, as amended be changed so that Lease will include Building F- 645 at a rental of Ten Cents (\$ .10) per square foot per annum for the remaining period of this Lease. If the renewal options provided in this Lease are exercised, the rental for this building during the renewal periods will be Twenty Cents (\$ .20) per square foot per annum, and

WHEREAS, (a) pursuant to an order of the Secretary of the Interior, dated November 3, 1956 (21 F. R. 8513), the authority of the former Director, Fish and Wildlife Service, with respect to the leased lands and premises was transferred to the Director, Bureau of Sport Fisheries and Wildlife; (b) pursuant to Order 2821 of the Secretary of the Interior, dated July 11, 1957 (22 F. R. 5778), such authority was transferred to the Commissioner of Fish and Wildlife; and (c) pursuant to Commissioner's Order 4, dated October 8, 1957 (22 F. R. 8126), such authority was delegated to the Director, Bureau of Sport Fisheries and Wildlife; and (d) such authority was redelegated to the Regional Director, Bureau of Sport Fisheries and Wildlife (25 F. R. 8524) on August 30, 1960;

NOW, THEREFORE, in consideration of the foregoing and of the mutual covenants herein contained, the parties hereto do mutually agree as follows

A. Effective on December 1, 1970, the paragraph commencing on page 2, the first sentence of which reads as follows

"The Lessor does, by these presents, lease and demise unto Lessee the following described real estate and premises situated in the County of Williamson, State of Illinois, to-wit:" is hereby deleted and the following is substituted therefor:

The Lessor does, by these presents, lease and demise unto Lessee the following described real estate and premises situated in the County of Williamson, State of Illinois, to-wit:

TRACT D

Thirty-four and fifty-six hundredths (34.56) acres of land, consisting of two parcels designated as Parcels 1 and 2, shaded in yellow and designated as Site D on the plat attached hereto and made a part hereof and marked Exhibit A, and more particularly described by metes and bounds as Tract D in Exhibit B, attached hereto and made a part hereof; and

TRACT F

Thirty-nine and twenty-one hundredths (39.21) acres of land, more or less, outlined in red and designated as Site F on the plat attached hereto and made a part hereof and marked Exhibit C, and more particularly described by metes and bounds as Tract F on Exhibit D attached hereto and made a part hereof.

TRACT G

Seventy-one and sixty-two hundredths (71.62) acres of land more or less outlined in red and designated as Site G on the plat attached hereto and made a part hereof and marked Exhibit E, and more particularly described by metes and bounds as Tract G on Exhibit F attached hereto and made a part hereof; and

TRACT H

Building Numbered F-645 and located as shown on Exhibit G attached hereto and made a part hereof;

together with all tenements and appurtenances thereon or thereunto belonging and together with any and all additions, improvements, betterments or replacements to said land and the leased buildings situated thereon, made during the term of this lease, for use as business property and for research and development and manufacturing and storage purposes including explosive manufacturing purposes as provided in Paragraph Four hereof, subject, however, to the reservations contained in Paragraph Twenty-one hereof and to the options of the Lessee provided for in Paragraph Twenty-two hereof, and with the easements and rights over other land belonging to Lessor, and which is leased by Lessor to Commercial Solvents Corporation as set out in Paragraph Twenty-four hereof, for a term beginning on the 1st day of December, 1970, and ending on the 31st day of December, 1980, both inclusive, on the following terms and conditions, to-wit:

- B. The first paragraph of paragraph One commencing on Page 3 of said Lease is hereby deleted and the following is substituted therefor:
- One: Lessee shall pay to Lessor the following rent:

<u>Leased Facility</u>	<u>Rental Rate Per Annum</u>
Tract D, 34.56 acres	\$ 69.12
Tract F, 39.21 acres	78.42
Tract G, 71.62 acres	143.24
Services for which no specific charge is made	100.00
Boiler House on Tract D (Bldg. No. P-1-14)	1,020.00
Existing Buildings as of January 1, 1956 on Tract D	0.15 per sq. ft.
Tract F: Existing buildings occupied for production or for office space	.20 per sq. ft.
Tract F: Existing buildings occupied for storage space	.15 per sq. ft.
Tract F: Existing building B-2-13	.15 per sq. ft.
Tract G: Existing buildings as of September 1, 1964	.15 per sq. ft.
Existing igloos as of January 1, 1956 on Tract B	.10 per sq. ft.
New construction	.02 per sq. ft.
Tract H, Building No. <u>F-645</u>	.10 per sq. ft. (\$ .20 per sq. ft. during any option period of Paragraph Twenty-two) "

The remainder of Paragraph One remains unchanged.

- C. There is added to the lease, as amended, Exhibit G.
- D. Except as specifically amended herein, all of the terms and conditions of said lease, as amended, are hereby ratified and confirmed and remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Fourteenth Amendment of Lease as of the day and year first above written.

UNITED STATES OF AMERICA  
Acting by and through  
The Secretary of the Interior

By: James C. Tinsley  
Acting Regional Director  
Bureau of Sport, Fisheries & Wildlife  
U. S. Fish and Wildlife Service

OLIN CORPORATION

By: W. M. Higgins  
Vice-President and General Manager,  
Energy Systems Division

ATTEST:

Patricia O'Leary  
Assistant Secretary

STATE OF Indiana }  
COUNTY OF Marion } SS

I, Lennie F. Thomas, a Notary Public in and for the State of Indiana, do hereby certify that Lennie F. Thomas personally known to me to be Regional Director, Bureau of Sport Fisheries and Wildlife United States Fish and Wildlife Service, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that as such <sup>AS SUCH</sup> Regional Director, Bureau of Sport Fisheries and Wildlife, United States Fish and Wildlife Service, ~~he~~ being thereunto duly authorized, signed and delivered the said instrument as Regional Director, Bureau of Sport Fisheries and Wildlife, United States Fish and Wildlife Service, for and on behalf of the United States of America, acting by and through the Secretary of the Interior, and caused the seal of said Fish and Wildlife Service to be affixed thereto, pursuant to the powers and authority contained in Public Law 361, 80th Congress, approved August 5, 1947 (61 Stat. 770), as his free and voluntary act and as the free and voluntary act of the Secretary of the Interior and the United States of America, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 22<sup>nd</sup> day of January, A.D., 1971.

My Commission Expires

LENNIE F. THOMAS  
Notary Public, Marion County, ~~Indiana~~  
My Commission Expires April 16, 1977

STATE OF ILLINOIS )  
COUNTY OF MADISON ) SS

I, Martha O. Berg, a Notary Public, in and for the State of Illinois, County of Madison, do hereby certify that Donald G. Milligan, personally known to me to be the Vice President and General Manager, Energy Systems Division of Olin Corporation, and Patrick O. Boyle, personally known to me to be the Assistant Secretary of said corporation, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such Vice President and General Manager, Energy Systems Division and Assistant Secretary, they signed and delivered the said instrument as Vice President and General Manager, Energy Systems Division and Assistant Secretary of said corporation and caused the corporate seal of said corporation to be affixed thereto, pursuant to authority given by the Board of Directors of said corporation, as their free and voluntary act and as the free and voluntary act of said corporation, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 15<sup>th</sup> day of December, A.D., 1970.

My Commission Expires

October 4, 1971

Martha O. Berg  
Notary Public

AMENDMENT NO. 1 TO LEASE CONTRACT NO. 14-16-0003-13733

OLIN CORPORATION  
ENERGY SYSTEMS DIVISION

THIS AGREEMENT, made and entered into this 27th day of September, 1973, by and between the UNITED STATES OF AMERICA, acting by and through the Fish and Wildlife Service, Bureau of Sport Fisheries and Wildlife, of the U. S. Department of the Interior, under and pursuant to the authority contained in Public Law 361, 80th Congress, hereinafter referred to as the Lessor and the OLIN CORPORATION, a Virginia Corporation, having an office and place of business at 120 Long Ridge Road, Stamford, Connecticut 06901, hereinafter referred to as the Lessee.

WITNESSETH:

WHEREAS, Lessee did enter into a lease under the date of May 1, 1972, with Lessor for certain real estate situated in Williamson County, Illinois, within the boundaries of Lessor's facility known as the Crab Orchard National Wildlife Refuge for a term beginning on the 1st day of May, 1972, and ending on the 30th day of April, 1982, both dates inclusive;

NOW, THEREFORE, it is hereby agreed by and between Lessor and Lessee that said Lease Contract No. 14-16-0003-13733 is amended as follows:                      Effective September 30, 1973

Lease is hereby amended by the deletion of the following buildings situated within the boundaries of Lessor's facility known as the Crab Orchard National Wildlife Refuge, Carterville, Illinois and designated as follows:

<u>Building Designation</u>	<u>Square Feet</u>	<u>Rate/Sq.Ft./Yr.</u>	<u>Annual Rental</u>
IN-5-2	10,250	\$0.20	\$2,050.00
IN-5-3	10,250	\$0.20	\$2,050.00
Annex #1 to IN-5-3 (New Constr.)	1,500	\$0.05	75.00

ALL OTHER provisions and conditions of said lease contract shall remain in full force and effect.

OLIN CORPORATION

By: [Signature]

SEAL

Attest: [Signature]

UNITED STATES OF AMERICA  
Acting by and through  
The Secretary of the Interior


By: [Signature]  
Regional Director

000170

STATE OF MINNESOTA )  
 ) SS  
COUNTY OF HENNEPIN )

I, GORDON B. JENSEN, a Notary Public, in and for the State and County aforesaid, do hereby certify that Gordon H. Hansen Acting Regional Director, Bureau of Sport Fisheries and Wildlife, United States Fish and Wildlife Service, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that as such Regional Director, Bureau of Sport Fisheries and Wildlife, United States Fish and Wildlife Service, he, being thereunto duly authorized, signed and delivered the said instrument as Regional Director, Bureau of Sport Fisheries and Wildlife, United States Fish and Wildlife Service, for and on behalf of the United States of America, acting by and through the Secretary of the Interior, and caused the seal of said Fish and Wildlife Service to be affixed hereto, pursuant to the powers and authority contained in Public Law 361, 80th Congress, approved August 5, 1947 (61 Stat. 770), as his free and voluntary act and as the free and voluntary act of the Secretary of the Interior and the United States of America, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 14 day of FEBRUARY, A. D., 1974.

  
Notary Public

My Commission Expires:  
                    

STATE OF ILLINOIS )  
 ) SS  
COUNTY OF MADISON )

I, Alberta K. Reister, a Notary Public, in and for the State of Illinois, County of Madison, do hereby certify that Paul Weisman, personally known to me to be the Vice President, Ammunition Operations, of Olin Corporation, and Patrick O. Boyle, personally known to me to be the Assistant Secretary of said corporation, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such Vice President, Ammunition Operations, and Assistant Secretary, they signed and delivered the said instrument as Vice President, Ammunition Operations, and Assistant Secretary of said corporation and caused the corporate seal of said corporation to be affixed thereto, pursuant to authority given by the Board of Directors of said corporation, as their free and voluntary act and as the free and voluntary act of said corporation, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 9th day of January, A. D., 1974.

  
Notary Public

My Commission Expires:  
June 5, 1974

000171



AMENDMENT NO. 2 TO LEASE CONTRACT NO. 14-16-0003-13733

OLIN CORPORATION  
ENERGY SYSTEMS DIVISION

THIS LEASE, made and entered into as of the 1st day of May, 1972, by and between the UNITED STATES OF AMERICA, acting by and through the Fish and Wildlife Service, Bureau of Sport Fisheries and Wildlife, of the U. S. Department of the Interior, under and pursuant to the authority contained in Public Law 361, 80th Congress and OLIN CORPORATION is amended as follows:

DELETE:

<u>Building Number</u>	<u>Square Feet</u>	<u>Rental Rate/Sq.Ft./Yr.</u>	<u>Rental Per Year</u>
IN-6-2	10,250	\$0.17	\$1742.50

EFFECTIVE - MAY 31, 1976.

ALL OTHER provisions and conditions of said contract and Amendment No. 1 shall remain in full force and effect.

UNITED STATES OF AMERICA  
Acting by and through  
The Secretary of the Interior

By: Charles A. Hughlett  
Acting Regional Director

DATE: 070176

OLIN CORPORATION

By: [Signature]

SEAL

Attest: \_\_\_\_\_

000172

AMENDMENT NO. 3 TO LEASE CONTRACT NO. 14-16-0003-13733

OLIN CORPORATION  
ENERGY SYSTEMS DIVISION

THIS LEASE CONTRACT No. 14-16-0003-13733, issued May 1, 1972,  
between the United States of America and Olin Corporation, is hereby amended  
as follows:

Change Expiration Date of this lease contract from  
April 30, 1982, to April 30, 1992, in accordance with  
Renewal Option of Clause TWENTY-ONE.

ALL OTHER provisions and conditions of the original lease contract,  
except as amended, shall remain in full force and effect.


United States of America  
Acting by and through  
The Secretary of the Interior

By   
Regional Director

Effective Date:

May 1, 1982

OLIN CORPORATION

By 

000173

LEASE # 14-16 0003-12613

THIS LEASE made and entered into as of the 1st day of January, 1967, by and between the UNITED STATES OF AMERICA, acting by and through the Fish and Wildlife Service, Bureau of Sport Fisheries and Wildlife, of the U. S. Department of the Interior, under and pursuant to the authority contained in Public Law 361, 80th Congress, hereinafter referred to as the Lessor and OLIN MATHIESON CHEMICAL CORPORATION, PYROTECHNIC DIVISION, a Virginia corporation, having an office and place of business at 460 Park Avenue, New York, New York, hereinafter referred to as the Lessee.

WITNESSETH:

In consideration of the mutual covenants herein contained, the parties hereto do hereby mutually agree as follows: That the Lessor does, by these presents lease and demise unto the said Lessee the following described real estate and premises situated in the County of Williamson, State of Illinois, to-wit:

That land which is outlined in red on the plat attached hereto and marked "Exhibit A".

together with all tenements and appurtenances thereon or thereunto belonging and together with any and all additions, improvements, betterments or replacements to said land and the said leased buildings situated thereon, made during the term of this lease for use as business property, and for manufacturing, production, research, development, and storage, as set out in Paragraph FOUR hereof; subject, however, to the reservations contained in Paragraph TWENTY hereof; and to the options of the Lessee provided for in Paragraph TWENTY-TWO hereof for a term beginning on the 1st day of January, 1967, and ending on the 31st day of December, 1980, both inclusive, on the following terms and conditions, to-wit:

ONE: Lessee shall pay to the Lessor the following rental:

000174

Leased FacilityRental Rate  
Per Annum

Approximately 40 acres of land  
as outlined and marked on "Exhibit  
A" for plant protection, parking,  
and future expansion at \$2.00 per  
acre per year.

\$ 96.00

and in addition thereto, rental for leased buildings situated  
within the boundaries of Lessor's facility known as Crab Orchard  
Wildlife Refuge, Carterville, Illinois, computed and designated  
as follows:

<u>Building No.</u>	<u>Area of Building in Square Feet</u>	<u>Rental Rate Per Square Foot Per Annum</u>	<u>Rental Rate Per Annum</u>
1-1-20	32,769	\$ 0.20	\$6,553.80
1-1-22	860	0.15	129.00
1-1-23	29,051	0.15	4,357.65
1-1-24	850	0.15	127.50
1-1-25	7,072	0.15	1,060.80
1-1-21N	9,998	0.15	1,499.70
Ramp 11	1,073	0.15	160.95
Ramp 12	1,925	0.15	288.75
Ramp 13	1,078	0.15	161.70
Ramp 14	550	0.15	82.50
Ramp 15	550	0.15	82.50
New construction on existing foundations		0.05	
New construction		0.02	

TOTAL: 85,776

as shown on Lessor's Illinois Ordnance Plant "Location Layout,  
Group-1-Loading Line Area-I" drawing No. 6544-101.14 designated  
as "Exhibit A", a copy of which is attached hereto and made a  
part of this lease. As to Building 1-1-20 only, the term of the  
lease commences September 1, 1967, and the rental is payable from  
that date.

"New Construction" as used in this lease shall mean  
buildings constructed by and at the expense of the Lessee. It shall  
not include facilities such as tanks, unloading docks, covered  
conveyors, or similar structures outside of buildings; settling or  
water treating basins or any structure built over any such basin  
for protection thereof; any structure built over an outside tank  
for protection; or any other similar structure. Rental of newly  
constructed buildings shall commence on the date of commencement  
of use and occupancy of such buildings by Lessee.

All rental shall be paid in monthly installments,  
payable in advance on the first day of each and every calendar

000175

month, commencing January 1, 1967. Such payment shall be made by check or bank draft, payable to the Bureau of Sport Fisheries and Wildlife, and forwarded to the Project Manager, Crab Orchard National Wildlife Refuge, Post Office Box J, Carterville, Illinois 62918.

TWO: Lessor, by a five (5) day notice in writing, may terminate this lease in the event (a) a receiver or trustee is appointed for Lessee or its property, or Lessee makes an assignment for the benefit of creditors, or Lessee becomes insolvent, or a petition is filed by or against Lessee pursuant to any of the provisions of the United States Bankruptcy Act, as amended, for the purpose of adjudicating Lessee a bankrupt, or for the reorganization of Lessee, or for the purpose of effecting a composition or rearrangement with Lessee's creditors, and any such petition filed against Lessee is not dismissed within sixty (60) days; or (b) of any violation of any of the terms, conditions or covenants of this lease and the failure of Lessee to cure such violation within ten (10) days from the giving of a written notice thereof by Lessor to Lessee. Upon expiration or termination of this lease, as it may be extended by exercise of Lessee's options under Paragraph TWENTY-TWO hereof, Lessor shall have the right to invoke any remedy permitted by law or in equity for the protection of its interests hereunder, and Lessee hereby expressly waives all rights which it may have to redeem or to be served with any further notice of Lessor's intention to cancel or terminate this lease other than as herein provided. In the event that this lease is terminated by reason of the violation by Lessee of any of its terms, conditions or covenants, Lessor shall have the right to sue for and recover all unpaid rents and damages accrued or accruing under this lease or arising out of any violation thereof, If default be made in the payment of the above rent, or any part thereof, or in any of the covenants herein contained to be kept by the Lessee, Lessor may at any time,

at its election, upon ten (10) days written notice to Lessee, demand possession of and re-enter said premises, or any part thereof, with or without process of law, and remove Lessee or any persons occupying the same, without releasing Lessee from its obligations to pay rent and all other sums as the same become due and payable until the expiration of the term of this lease. Provided such ten (10) days notice shall have been given as provided in the next preceding sentence, nothing contained in this paragraph shall limit the rights of Lessor to any of the remedies that would otherwise be available to Lessor under the Landlord and Tenant Act of the State of Illinois.

**THREE:** Lessee has inspected and knows the condition of the leased premises and it is understood that the leased premises are hereby leased to Lessee without any obligation on the part of Lessor to make any alterations, repairs, or additions thereto except as hereinafter in this agreement provided. **FOUR:** Lessee shall have the right to use the leased premises for research and development and for the manufacture or production or storage of the following products: explosives, pyrotechnic devices, and ordnance type products, and related products and chemicals, acids, ammonium nitrate, nitrocellulose, stratus nitrate and/or other materials necessary or useful in the manufacture or production of explosives, pyrotechnic devices, ordnance type products, or related products. Lessee may make additions, improvements or alterations to the leased premises essential for its business, manufacturing, production, research or storage operations without the prior consent of Lessor, PROVIDED, however, that the Lessee shall notify Lessor within sixty (60) days of such changes. Lessee shall have the right to erect, construct, or install such facilities, furniture, fixtures, machinery and equipment or removable partitions of its own upon the leased premises as may, in its opinion, be necessary for the proper use thereof; and PROVIDED,

that upon the expiration, termination or cancellation of this Lease, within one hundred and eighty (180) days, or such additional time thereafter as may be allowed by Lessor, Lessee may remove any or all of such facilities, furniture, fixtures, machinery, equipment and removable partitions owned by it; it being understood that all expenses in connection with any such removal by Lessee shall be borne by Lessee and that Lessee shall, at its own expense, promptly repair any damage to the leased premises occasioned by such removal, and that Lessee shall have the right, at its election, and with the consent of the Lessor, to abandon in place any such facilities, furniture, fixtures, machinery, equipment and removable partitions owned by it. Except as herein provided, any additions, improvements or alterations, and all replacements to the leased premises, shall become the property of Lessor and shall be subject to all the terms and conditions of this Lease.

If Lessee does not remove its property from the demised premises within the one hundred and eighty (180) days, or within such additional time thereafter as may be allowed by Lessor therefor, Lessee shall pay Lessor double rental per day, computed from the expiration of said one hundred and eighty (180) day period or of such additional time thereafter as may be allowed by Lessor, to and including the date of Lessee's vacation, removal of Lessee's property from the demised premises, or to and including the date of completion of repairs necessitated by such removal, whichever is later; PROVIDED, however, that Lessee shall, during the said period, continue to be bound by its covenants and agreements (except as to rental provided in Paragraph ONE hereof) as herein contained with respect to the demised premises, and to Lessor, notwithstanding the expiration, termination or cancellation of the terms of this Lease. If Lessee shall hold over after the expiration of the term above demised for a sufficient period of time to create a renewal of this Lease by operation of law, then any renewal or future

right of possession not evidenced by an instrument in writing, executed and delivered by Lessor, shall be a tenancy from calendar month to calendar month and for no longer term.

FIVE: Lessee shall use reasonable care in the occupation, use and operation of the leased premises and shall at all times, during the term of this lease, keep and maintain the same in good state of repair; Lessee shall, at his own expense, make all repairs and perform all maintenance necessary to keep the premises at all times in as good condition as at the beginning of the term of this lease, and upon the expiration or termination of this lease, except as provided in Paragraph FOUR hereof Lessee shall forthwith yield and place Lessor in peaceful possession of the leased premises free and clear of any liens, claims, or encumbrances, and except as provided in this Paragraph FIVE, in as good condition as the premises existed at the commencement of this lease, ordinary wear and tear excepted.

Lessee's obligation to keep and maintain the leased premises in a good state of repair and to yield them in as good condition as the premises existed at the commencement of the lease, ordinary wear and tear excepted, does not impose any liability upon Lessee to restore or rebuild any buildings, structures or other improvements which are damaged or destroyed in whole or in part by causes which arise without the fault or negligence of Lessee, as provided in Paragraph SIX of this lease.

SIX: Lessee agrees that, in the event any property of the United States within the Crab Orchard Refuge Area, not including property constructed or installed by the Lessee, is damaged or destroyed as a result of Lessee's use and occupancy of the leased premises, if Lessor so requires, it shall be promptly repaired or replaced by Lessee so as to restore such property to the condition in which it existed immediately prior to such damage or destruction; PROVIDED, however, that the Lessee shall not be responsible to Lessor for loss of or damage to the leased premises occasioned by causes arising



without the fault or negligence of Lessee.

SEVEN: Lessee shall have all necessary and reasonable

privileges of the use of such railroad facilities as are

available, subject to charge, therefore, at rates established

by the Government or its assigns, and of the established streets

and highways as required in the use and occupation of the leased

premises.

EIGHT: Subject to exercise by Lessee of its rights

under Paragraph FOUR to abandon property erected, constructed or

installed by it on the premises, if Lessee shall, upon expiration

termination, or cancellation of this lease, fail or neglect to

remove its property or restore the leased premises within the

time above provided, then Lessor may cause such property to be

removed and the leased premises to be so restored, and the cost

of such removal and restoration shall be paid by Lessee to Lessor

on demand, and no claims for damages against Lessor or its officers,

agents, contractors, or employees shall be created or made on

account of such removal and restoration.

NINE: Lessor or its designated representative shall

have the right to inspect the leased premises at all reasonable

times during the term of this lease, provided that safety and

operating rules and regulations of Lessee are observed.

TEN: Lessee shall, at all times during the term of this

lease, exercise due diligence in the protection of the leased

premises against damage or destruction by fire or other causes.

If the leased premises shall be damaged or destroyed,

in whole or in part, the Lessor shall have the following options:

(a) To terminate the lease as to the amount or portion

affected by the loss (including the entire premises if

such loss renders the entire premises substantially

unusable); PROVIDED, however, that Lessee shall have

the right, at its option, to elect to repair, restore

or replace the damaged or destroyed premises in as good

condition as before the loss, and if it so elects,

Lessor can not terminate the lease.

(b) To replace, restore or repair the damaged or destroyed premises in as good condition as before the loss.

(c) Subject to the approval of the Lessee, and if available, to assign similar buildings or facilities to Lessee in lieu of the premises so destroyed or damaged.

(d) Should Lessee not elect to repair, restore or replace, as provided in Option (a), or to accept the assignment of similar buildings, as provided in Option (c), and should Lessor within a reasonable time fail to replace, restore or repair the premises as provided in Option (b), then Lessee shall have the right to terminate the lease upon thirty (30) days' written notice.

The rents and other charges directly applicable to the unit or portion of the premises rendered unusable by reason of the loss shall be adjusted in accordance with whichever of the above options is exercised.

Lessee agrees to save Lessor harmless from any liability whatsoever because of accident or injury to persons or property belonging to third parties occurring in the use or operation of the leased premises or in connection with the occupancy thereof, resulting from the acts or omissions of the Lessee, its agents or servants.

ELEVEN: (a) Lessor is now providing and maintaining police and fire protection for certain areas of the Crab Orchard Refuge, including the area in which the leased premises are located. However, it is understood and agreed between the parties hereto that Lessor at its option and upon not less than thirty (30) days notice in writing to Lessee, may discontinue or suspend such services, in any or all of the Crab Orchard Refuge including the area in which the leased premises are

located; and that the discontinuance or suspension of any or all of such services shall not constitute a reason or basis for adjustment or change in the amount of rental to be paid by Lessee as provided for herein, or for adjustment or change in any of the other terms hereof.

(b) Lessor has the facilities for furnishing one or more of the following services to-wit: (1) treated water and (2) sewage disposal to certain buildings and areas in the Crab Orchard Refuge. Lessor's ability to furnish such services is dependent upon and limited to the present existing facilities for the production, processing and distribution of such services, and it is understood and agreed by the parties hereto that Lessor will not enlarge or extend such facilities to permit a different production, processing and distribution than is possible as the facilities now exist, but that Lessee with the prior written approval of Lessor, and at Lessee's expense, may enlarge, extend or alter such facilities to permit different or additional services. Within the limits of its authority and funds available therefor Lessor agrees to furnish any one or more of such services, if requested by Lessee to do so, to the leased premises if the present facilities are sufficient to furnish the service requested. In the event Lessor does furnish any of the above named services to the leased premises, Lessee hereby agrees to pay Lessor for such services, for the period furnished, on the basis of rates and charges fixed therefor by Lessor. It is agreed between the parties hereto that in the event Lessor shall sell, lease, or otherwise dispose of the facilities for the production, processing, distribution or otherwise furnishing of water and sewage disposal services, or any of them, Lessor shall require the purchaser or grantee of the facility transferred to agree to furnish, or continue furnishing, service if requested by Lessee to do so, and thereupon Lessor's liability in relation to the furnishing of such services shall

cease, and Lessor shall in no wise be liable thereafter for the furnishing of such services. Lessee further agrees to pay Lessor for any other service rendered to Lessee as may be agreed to by the parties.

(c) If the term of this contract extends beyond the current Government fiscal year, the Lessor's liability for furnishing services and facilities herein provided for is contingent upon the availability of appropriations for expenditures beyond such fiscal year.

**TWELVE:** In the occupation, use and operation of the leased premises or any part thereof, Lessee agrees to comply with all applicable State, municipal and local laws and the rules, regulations and requirements of any departments and Bureaus and all local ordinances and regulations, including rules, regulations and requirements issued by Lessor, which are not inconsistent with the terms of this lease, pertaining to the protection, safety and maintenance of the Crab Orchard Refuge, of which the leased premises constitute a portion, and Lessee further agrees to indemnify and hold Lessor harmless from any liability or penalty which may be imposed by local or State authority or any department or Bureau thereof by reason of any asserted violation by Lessee of such laws, rules, orders, ordinances or regulations; provided, however, that nothing herein contained shall prohibit Lessee from contesting in good faith the validity or application of such laws, rules, orders, ordinances or regulations.

**THIRTEEN:** Lessee agrees that in the performance of this lease it will comply with and give all stipulations and representations required by applicable Federal laws, and in the performance of this lease that it will not discriminate against any employee or applicant for employment because of race, creed, color, or National origin.

FOURTEEN: Except with the prior written consent of Lessor, Lessee shall not sublet any part of the premises or assign this lease or any of its rights hereunder or transfer, assign, mortgage or otherwise encumber any of the leased premises provided, however, that this paragraph shall not prohibit Lessee for its own account or under such other arrangements as it may deem desirable without any expense to Lessor, from dispensing and selling food, soft drinks, tobacco products, confectionary and similar articles to employees of Lessee on the premises; and PROVIDED FURTHER, that Lessee shall have the right, without the prior written consent of the Lessor, to assign this lease to an affiliated or subsidiary company of Lessee, or to assign this lease to a successor company of the Lessee as may result from a merger or consolidation with another corporation or corporations.

FIFTEEN: Lessee warrants that it has not employed any person to solicit or secure this lease upon any agreement for a commission, percentage, brokerage or contingent fee.

SIXTEEN: The failure of Lessor to insist in any one or more instances upon performances of any of the terms, covenants or conditions of this lease shall not be construed as a waiver or relinquishment of the future performance of any such term, covenant, or condition, but Lessee's obligation with respect to such future performance shall continue in full force and effect.

SEVENTEEN: Subject to the provisions of paragraph FOURTEEN hereof, this lease shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto.

EIGHTEEN: No member of or delegate of Congress or resident commissioner shall be admitted to any share or part of this lease or to any benefit that may arise therefrom, but this provision shall not be construed to apply to this lease if made with a corporation for its general benefit.

NINETEEN: Any notice or advice to or demand upon the Lessee shall be in writing and shall be deemed to have been given or made on the day when it is sent by registered mail to the Lessee, addressed to 460 Park Avenue, New York, New York, or at such other address as Lessee may hereafter from time to time specify in writing for such purpose. Any notice or advice to or demand upon the Lessor shall be in writing and shall be deemed to have been given or made when it is sent by registered mail to Lessor, addressed to Project Manager, United States Fish and Wildlife Service, Crab Orchard National Wildlife Refuge, Post Office Box J, Cartersville, Illinois, or at such other address as Lessor may hereafter from time to time specify in writing for such purposes.

TWENTY: It is agreed between the parties hereto that water, gas, and electric lines and other utility or service installations or equipment, which are a part of a general distribution system and which enter upon or cross the leased premises, either under, on, or above surface, are specifically exempted from and not included as a part of the leased premises. Lessee agrees that Lessor or its representatives, may at any time enter upon the leased premises for the purpose of performing repairs, maintenance, or replacement work on said utility installations, equipment and systems, provided that safety and operating rules and regulations of Lessee are observed.

TWENTY-ONE: It is further agreed that the Lessee shall be granted, subject to any special restrictions imposed on the Lessor by current or future Federal legislation, the right of first refusal to renew this lease at expiration of the term provided herein and/or the right of first refusal to purchase the property, and/or buildings described herein and leased hereby, should it be determined the said property is to be disposed of by sale.

TWENTY-TWO: Lessor hereby grants to Lessee two (2) successive options to renew the term of this lease on the terms

and conditions herein provided; each option to be to renew the Lease for an additional period of twenty-five (25) years, and each such option to be exercisable by written notice to the Lessor given no later than one (1) year prior to the expiration of the original term of this Lease; or, if such lease is extended, prior to the expiration of the extended term, as the case may be.

At the end of any year after January 1, 1967, (including the two, twenty-five (25) year extensions thereof), Lessee shall have the option to terminate the Lease, provided Lessee gives to Lessor one (1) year's written notice of such termination. After the effective date of such termination, Lessee shall have no further liability for the payment of rent except as provided in Paragraph FOUR hereof.

TWENTY-THREE: It is understood and agreed by and between the parties hereto that the within instrument constitutes the full and complete record of this transaction and that no statements, representations, commitments, or agreements, whether oral or written, unless incorporated herein, or added hereto by properly executed amendment, shall be of any force and effect nor shall in any wise operate to vary the terms hereof.

IN WITNESS WHEREOF, the parties hereto have executed this Lease as of the day and year first above written.

UNITED STATES OF AMERICA  
Acting by and through  
The Secretary of the Interior

WITNESSES:

By:

W. P. Scharfer  
Acting Regional Director

Harry E. Stiles  
Robert J. Brock

OLIN MATHIESON CHEMICAL CORPORATION  
Pyrotechnic Division

By:

D. M. Miller

ATTEST:

John H. Cuthbert  
Assistant Secretary

STATE OF ILLINOIS  
COUNTY OF MADISON

} SS

I, Mary E. McManus, a Notary Public  
within and for the State and County aforesaid, do certify that  
D. G. Milligan and John H. Caruthers personally  
known to me to be the same persons whose names are subscribed to  
the foregoing instrument as Vice President and Assistant  
Secretary, respectively, of Olin Mathieson Chemical Corporation,  
Pyrotechnic Division, a corporation of the State of Virginia,  
appeared before me this day in person and severally acknowledged  
that they, being thereunto duly authorized, signed, sealed with  
the corporate seal of said corporation, and delivered the said  
instrument as the free and voluntary Act of said corporation and  
as their own free and voluntary Act, for the causes and purposes  
therein set forth.

Given under my hand and notarial seal this 30<sup>th</sup> day of  
August, 1967.

Mary E. McManus  
Notary Public

My commission expires: December 24, 1967



STATE OF Minnesota }  
COUNTY OF Hennepin } SS.

I, Linn F. Thomas, a Notary Public  
in and for the County of Hennepin, do hereby certify that  
W. P. Schaefer, personally known to me to be  
Acting Regional Director, Bureau of Sport Fisheries and Wildlife,  
United States Fish and Wildlife Service, and personally known to  
me to be the same person whose name is subscribed to the  
foregoing instrument, appeared before me this day in person  
and acknowledged that as such Regional Director, Bureau of Sport  
Fisheries and Wildlife, United States Fish and Wildlife Service,  
he, being thereunto duly authorized, signed and delivered the  
said instrument as Acting Regional Director, Bureau of Sport  
Fisheries and Wildlife, United States Fish and Wildlife  
Service, for and on behalf of the United States of America,  
acting by and through the Secretary of the Interior, and  
caused the seal of said Fish and Wildlife Service to be affixed  
thereto, pursuant to the powers and authority contained in  
Public Law 361, 80th Congress, approved August 5, 1947 (61 Stat.  
770), as his free and voluntary act and as the free and voluntary  
act of the Secretary of the Interior and the United States of  
America, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 12 day of  
September A.D., 1967.

Linn F. Thomas  
Notary Public

My commission expires:

LINNIE F. THOMAS  
Notary Public, Hennepin County, Minn.  
My Commission expires July 16, 1970.

000108

AMENDMENT NO. 3 TO LEASE CONTRACT NO. 14-16-0003-12613

OLIN MATHIESON CHEMICAL CORPORATION

TECHNICAL SYSTEMS OPERATION

LEASE CONTRACT #14-16-0003-12613 between Olin Mathieson Chemical Corporation and the United States of America is hereby amended as follows:

Change expiration date from December 31, 1980,  
to December 31, 2005 (First Renewal Option Period).

ALL OTHER provisions and conditions of the original lease and amendments thereto shall remain in full force and effect.

United States of America  
Acting by and through  
The Secretary of the Interior

**JAN 12 1981**

By Harvey K. Nelson  
Regional Director

DATE: \_\_\_\_\_

OLIN MATHIESON CHEMICAL CORPORATION

By [Signature]

000200

# SDMS US EPA Region V

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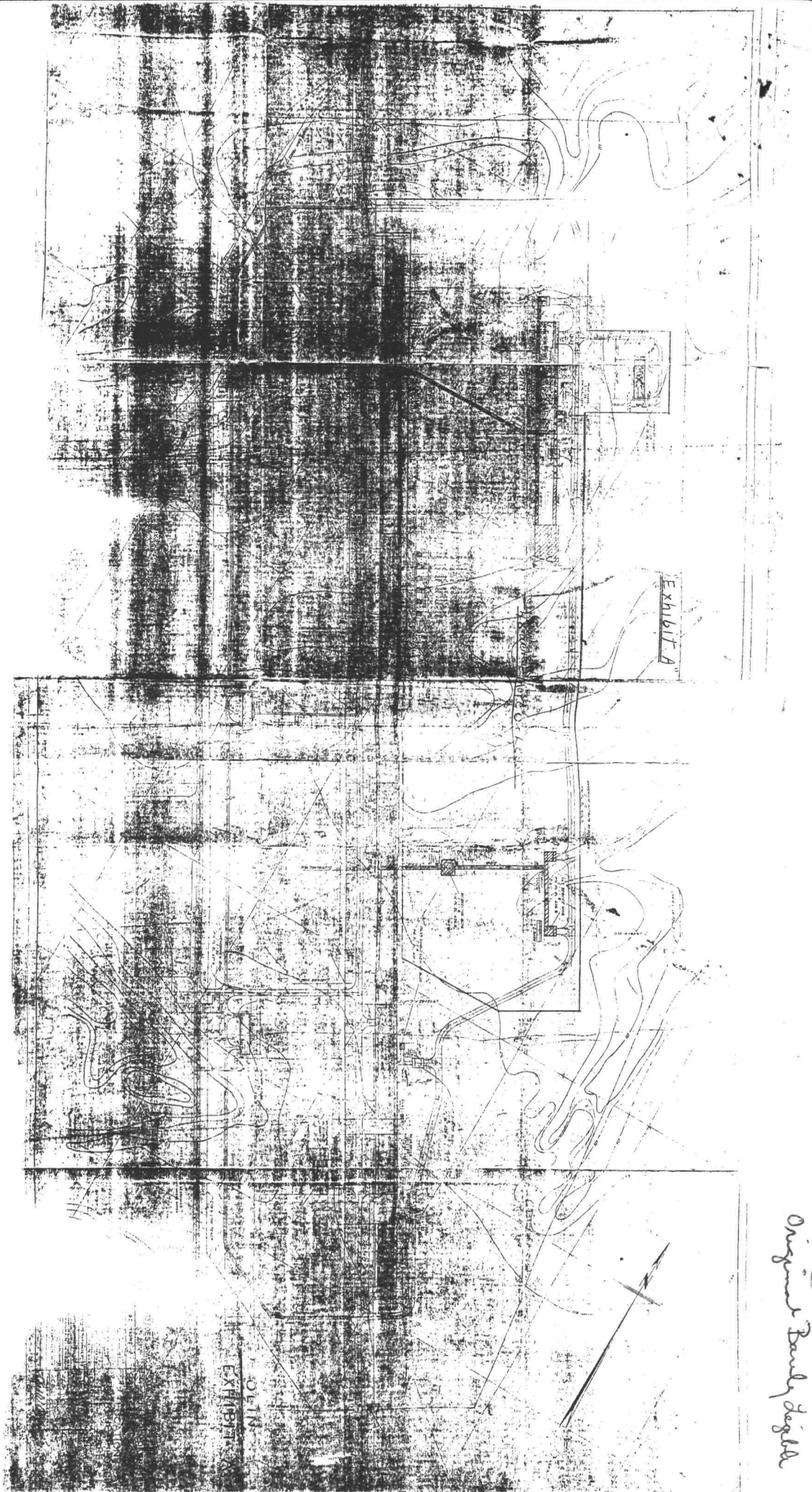
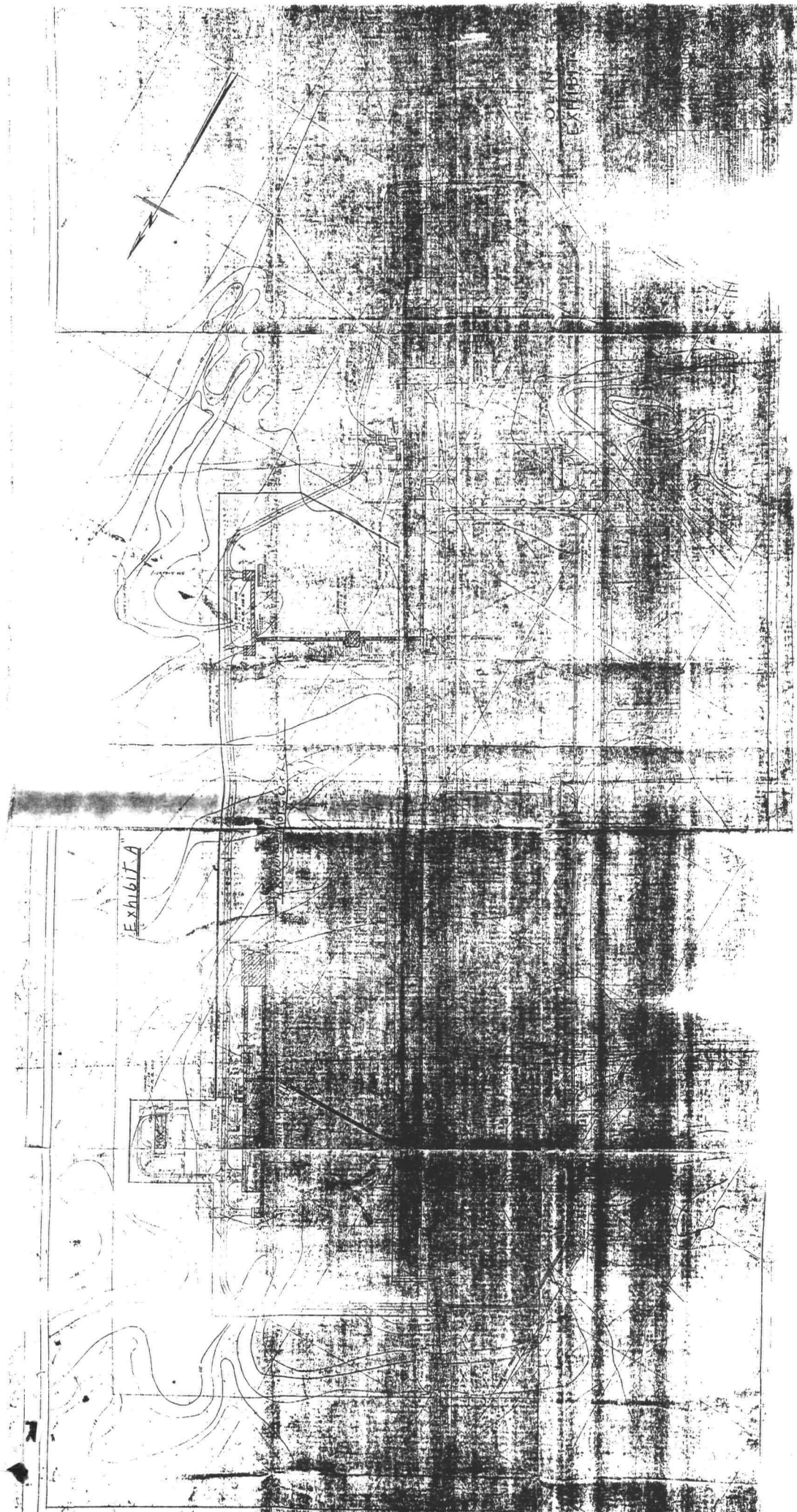


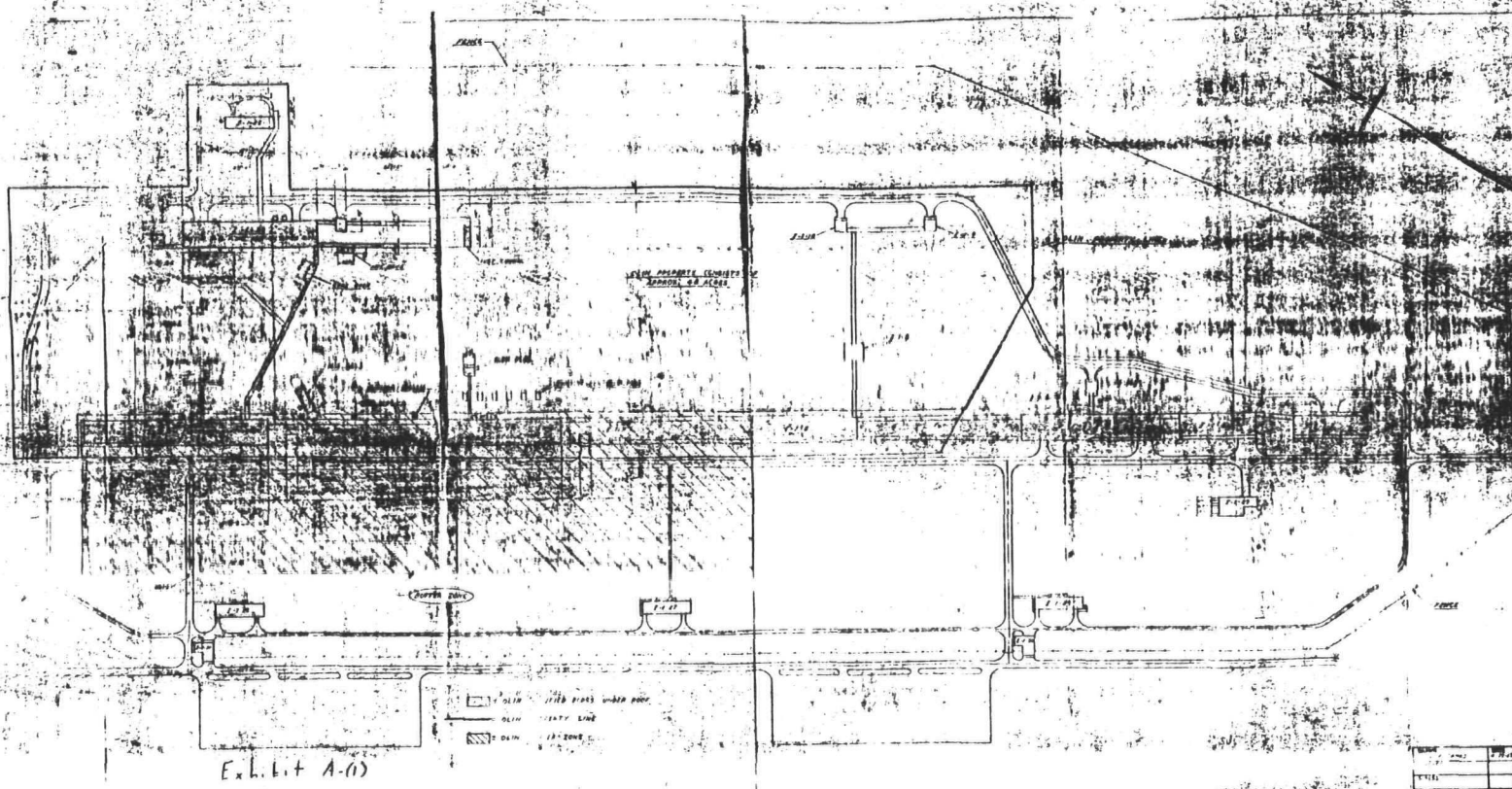
Exhibit A

EXHIBIT





Original Lease  
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